

BOARD OF EDUCATION REGULAR MEETING June 26, 2017 — 6:00 p.m. Whitmore Lake Public Schools District Office



WHITMORE LAKE PUBLIC SCHOOLS BOARD OF EDUCATION

Mission Statement

Partnering with students, parents, and the community to provide exceptional, personalized education.

REGULAR MEETING Monday, June 26, 2017 – 6:00 p.m.

Whitmore Lake Public Schools District Office Conference Room 8845 Main Street Whitmore Lake, MI 48189

CALL TO ORDER

PLEDGE OF ALLEGIANCE

BOARD OF EDUCATION ROLL CALL

APPROVAL OF AGENDA

CALL TO THE PUBLIC

BOARD CLARIFICATION

STUDENT COUNCIL

CONSENT ITEMS

OLD BUSINESS NEOLA

2016-2017 Final Budget Proposal and Resolution "The meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public community meeting. There is a time for public participation during the meeting as indicated in the agenda."

Karolyn Wagner will present the student council report.

Approval of minutes from the June 19, 2017 Board of Education Regular Meeting, and the June 19, 2017 closed session (to be handed out at the meeting). (Attachment 1)

Approve fund transfer of \$352,916 in payments from Accounts payable as per attachment 2; further, to approve the transfer of \$420,317 from Accounts Payable to cover the payrolls of May 15, 2017, and May 31, 2017. (Attachment 2)

NEOLA policies 5630.01 – Student Seclusion and Restraint, 8500 – Food Services, and 8520 – Meal Charge Policy updates and revisions second reading (**Attachment 3**). Approval is recommended.

Attachment 4 contains the final budget proposal for the 2016-2017 school year for review and adoption. Approval is recommended. Roll call vote required.

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2017-2018 Budget Proposal and Resolution	Attachment 5 contains the budget proposal for the 2017-2018 school year for review and resolution to approve the original budget. Approval is recommended. Roll call vote required.
NEW BUSINESS Designate acting BOE Secretary	Motion to designate a delegate to serve as acting Board Secretary in the absence of current Board Secretary, Michelle Kritzman.
Borrowing Resolution	Attachment 6 contains the borrowing resolution for adoption for the 2017-2018 school year through the Michigan Financial Authority (MFA) for an amount not to exceed \$1,350,000.
Tenure Charges	Attachment 7 contains a resolution to proceed with tenure charges, against Loren Birdyshaw, pursuant to Article IV of the Teachers' Tenure Act. Roll call vote required.
2017-2018 School Calendar	Attachment 8 contains the school calendar for the 2017-2018 school year that has been approved by the teachers. Approval is recommended.
WLEA Negotiations	Motion to approve the ratification of the contract agreement between Whitmore Lake Public Schools and the Education Association, MEA/NEA
SUPERINTENDENT'S REPORT	
OTHER INFORMATION	
ANNOUNCEMENTS	The next Regular Meeting of the Board of Education will be held on Monday, July 24, 2017 at 7:00 p.m. in the District Office Conference Room.
CALL TO THE PUBLIC	
BOARD MEMBER REPORTS	Mr. Cole, Mr. Henry, Mrs. Kritzman, Mrs. McCully, Mr. Meadows, Mrs. Schwennesen, and Mr. Dignan
ADJOURNMENT	

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Please fill out a "Public Participation Request" form if you wish to address the Board prior to the Public Comment section of the meeting. Please include your name, address and topic you wish to speak on. Those wishing to speak in Public Comment are limited to three (3) minutes.

0000-BYLAWS

0160 - MEETINGS

0167.3 – Public Participation at Board Meetings

Tape or video recordings are permitted subject to the following conditions:

- A. No obstructions are created between the Board and the audience.
- B. No interviews are conducted in the meeting room while the Board is in session.
- C. No commentary, adjustment of equipment, or positioning of operators is made that would distract either the Board or members of the audience while the Board is in session.

The person operating the recorder should contact the Superintendent prior to the Board meeting to review possible placement of the equipment.

M.C.L. 15.253(4)(5)(6), 380.1808

Revised 9/27/2010

Use of Recording Devices

Anyone attending a school event who wishes to record the activity on a visual recording device shall be asked to abide by the following rules:

- A. The recorder must operate the device within the area designated by the principal or director of the activity.
- B. The camera must not block the view of any other attendees or interfere with others who seek to record the activity.
- C. Those who record or assist a recorder must not block any passageways nor interfere with any other attendee's participation or observation of the activity.
- D. If sound is also being recorded, the recorder must not ask other attendees to be quiet or to change their behavior in order to improve the quality of the sound.
- E. If the District is recording the activity, the principal may arrange for a person to obtain a copy providing s/he agrees to provide a tape and pay whatever the principal may need to charge to cover the costs of transfer.

Where the District does not possess the appropriate license or permission to allow the recording of a copyrighted work or performance, notice will be given, when possible, prior to the exhibit or performance. Announcements shall be made at the beginning of any such exhibit or performance.

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Whitmore Lake Public Schools BOARD OF EDUCATION Budget Hearing and Regular Meeting Minutes June 19, 2017 – High School Media Center – 7:00 p.m.

Lisa McCully (Trustee)

Staff, parents and members of the community

At 7:05 p.m. by President Ken Dignan.

Supported by Mrs. Schwennesen Ayes – 6; Nays – 0, motion carried

None

MEMBERS PRESENT

Ken Dignan (*President*), Laura Schwennesen (*Vice President*), Bob Henry (*Treasurer*), Michelle Kritzman (Secretary), Lee Cole (*Trustee*), and John Meadows (*Trustee*)

MEMBERS ABSENT

ADMINISTRATORS PRESENT

Superintendent, Tom DeKeyser, Director of Business & Operations, Denise Kerrigan, Elementary Principal and ECC Director, Sue Wanamaker, Director of Instruction, Jill Henry and Community Relations & Recreation Director, Maria Carter-Ewald

Motion to approve the agenda as presented made by Mr. Dignan;

Director of Business & Operations, Denise Kerrigan reviewed the Final Budget Summary for the 2016-2017 school year and the 2017-2018 Original Budget Summary. Mrs. Kerrigan shared that the 2016-2017 would end with a 9.6% total fund balance. Mrs. Kerrigan also highlighted some of the 2017-18 General Fund expenditures which included adding a Chinese program for pre-kindergarten through 2nd grade, 3 additional buses to our transportation department and teachers receiving their step increases. It does not include Medicaid

funding, additional rental revenue, or Act 18 funding.

OTHERS PRESENT

CALL TO ORDER

APPROVAL OF AGENDA

BUDGET HEARING

Public Comments/Questions

CALL TO THE PUBLIC

STUDENT COUNCIL

CONSENT ITEMS

The hearing closed at 7:53 p.m. Jill Henry informed the board there are 36 interested students who have

Mr. Dignan shared concerns with the General Fund Budget Summary showing a lower amount of revenue than the projected expenditures.

Student Council Representative, Karolyn Wagner, shared she was elected as Student Council President and will be the Board of Education Student Council Representative again for the 2017-18 school year.

Motion to approve the minutes from the May 22, 2017 Board of Education Regular Meeting, the May 22, 2017 closed session, and the June 12, 2017 Finance Committee Meeting was made by Mr. Cole; supported by Mr. Henry. Ayes - 6; Nays - 0, motion carried 6 - 0

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signed up for the spring 2019 Europe trip.

COMMUNICATION

OLD BUSINESS NEOLA Superintendent DeKeyser recognized the staff that are retiring or leaving at the end of the 2016-17 school year. The board expressed their thanks for all the years of service and wished them well.

Superintendent, DeKeyser shared with the Board the required changes made to the NEOLA policy 8321 - Criminal Justice Information Security for a second reading. He recommended that the Board approve the policies with the changes noted.

Motion to approve the NEOLA policy 8321 – Criminal Justice Information Security update and revision made by Mr. Henry; supported by Mr. Cole.

Superintendent DeKeyser shared NEOLA policy updates and revisions to

policies 5630.1 - Student Seclusion and Restraint, 8500 - Food Services, and 8520 – Meal Charge Policy with the Board for a first reading. Any questions should be directed to DeKeyser prior to the next board meeting

Motion to adopt the Michigan High School Athletic Association Resolution for the year August 1, 2017 through July 31, 2018 was made by Mr. Henry; supported by Mr. Cole. Roll call vote: Mrs. Schwennesen – yes, Mr. Henry – yes, Mrs. Kritzman – yes, Mr.

Motion to approve the 2017 – 2018 Athletic Training Management Agreement with MedSport, a Program of the Regents of the University of Michigan was made by Mr. Henry; supported by Mrs. Schwennesen

Mr. DeKeyser shared that the 2016-17 Final Budget Summary and the Original Budget summery for the 2017-18 school year would be recommended for adoption at the June 26, 2017 regular meeting.

on June 26, 2017 where approval will be recommended.

Meadows - yes, Mr. Dignan - yes, Mr. Cole - yes

Ayes -6; Nays -0, motion carried 6-0

Ayes -6; Nays -0, motion carried

Ayes -6; Nays -0, motion carried

NEW BUSINESS

NEOLA

MHSAA Resolution

2017-18 Athletic Training Contract

2017 – 18 Budget Proposal

SUPERINTENDENT'S REPORT

5th & 6th grade proposal

Instructional Coach, Jennifer Petzke presented the instructional benefits of Project Based Learning and its integration into the 5th & 6th grade for the 2017-18 school year. She also shared that the 5th & 6th grade students schedule would begin at 7:50 a.m. allowing them the flexibility to stay after school for academic help, band, and student activities and ride the bus home.

OTHER INFORMALTON The Board acknowledged the items of other information and welcomed Emily Wilson as Administrative Assistant at the elementary school.

The next Regular Meeting of the Board of Education will be held on Monday, June 26, 2017 at 7:00 p.m. in the District Office Conference Room.

There will be another Regular Meeting on Monday, July 24, 2017 at 7:00 p.m. in the District Office Conference Room.

ANNOUNCEMENTS

CALL TO THE PUBLIC	None
BOARD MEMBER REPORTS	Mrs. Kritzman shared she attended the book bingo event at the elementary and seen how excited the students were to receive the books for their summer reading. She also informed board members about a fundraising opportunity for the scholarship fund.
	Mr. Cole Shared he attended the Parks & Rec. Board meeting on Thursday, June 15, 2017. Their board is seeking information concerning the river walk and dog park.
ADJOURNMENT	Motion to adjourn into closed session meeting at 8:40 p.m. (with a 5 minute break) to discuss contract negotiations was made by Mr. Dignan; supported by Mr. Cole. Roll call vote required. Mr. Henry – yes, Mrs. Kritzman – yes, Mr. Meadows – yes, Mrs. Schwennessen – yes, Mr. Cole – yes, Mr. Dignan – yes Ayes – 6; Nays – 0, motion carried 6 - 0
Call to Order	Open session called to order at 9:23 p.m. by President Dignan.
ADJOURNMENT	Motion to adjourn the Regular Meeting at 9:23 p.m. made by Mr. Dignan; supported by Mrs. Schwennesen. Ayes - 6; Nays - 0, motion carried 6 - 0.

Michelle L. Kritzman, Secretary, Board of Education Whitmore Lake Public Schools Date



Whitmore Lake Public Schools Business Office Transactions

For the Month Ending: May 31, 2017

Payroll Transactions	May 15, 2017 May 31, 2017	\$ \$	203,847 216,470
		\$	420,317
Accounts Payable Transactions			352,916
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REPLACEMENT POLICY - SPECIAL UPDATE MAY 2017

STUDENT SECLUSION AND RESTRAINT

This policy is intended to provide the framework for organizational supports that result in effective interventions based on team-based leadership, data-based decision-making, continuous monitoring of student behavior, regular universal screening and effective on-going professional development. The District is committed to investing in prevention efforts and to teach, practice and reinforce behaviors that result in positive academic and social outcomes for students.

In the event that staff members need to restrain and/or seclude students, it must be done in accordance with this policy, which is intended to:

- A. promote the care, safety, welfare and security of the school community and the dignity of each student;
- B. encourage the use of proactive, effective, evidence and research based strategies and best practices to reduce the occurrence of challenging behaviors, eliminate the use of seclusion and restraint, and increase meaningful instructional time for all students; and
- C. ensure that seclusion and restraint are used only as a last resort in an emergency situation and are subject to diligent assessment, monitoring, documentation and reporting by trained personnel.

In furtherance of these objectives, the District will utilize Positive Behavioral Interventions and Supports (PBIS) to enhance academic and social behavior outcomes for all students. PBIS implemented by the District will include socially valued and measurable outcomes, empirically validated and practical practices, systems that efficiently and effectively support implementation of these practices, and continuous collection and use of data for decision-making.



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EMERGENCY SECLUSION

A. Prohibited Practices and Limitations on Use

The following practices are prohibited under all circumstances, including emergency situations:

- 1. confinement of students who are severely self-injurious or suicidal
- 2. corporal punishment, as defined in M.C.L. 380.1312(1) of the revised school code, 1976 PA 451
- 3. the deprivation of basic needs
- 4. anything constituting child abuse
- 5. seclusion of pre-school children
- 6. seclusion that is used for the convenience of school personnel
- 7. seclusion as a substitute for an educational program
- 8. seclusion as a form of discipline or punishment
- 9. seclusion as a substitute for less restrictive alternatives, adequate staffing or school personnel training in PBIS
- 10. when contraindicated based on (as documented in a record or records made available to the school) a student's disability, health care needs, or medical or psychiatric condition



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B. Definition of Emergency Seclusion

Seclusion means the confinement of a student in a room or other space from which the student is physically prevented from leaving. Seclusion does not include the general confinement of students if that confinement is an integral part of an emergency lockdown drill required under Section 19(5) of the Fire Prevention Code, 1941 PA 207, M.C.L. 29.19, or of another emergency security procedure that is necessary to protect the safety of students.

Emergency seclusion is a last resort emergency safety intervention involving seclusion that is necessitated by an ongoing emergency situation and that provides an opportunity for the student to regain self-control while maintaining the safety of the student and others.

To qualify as emergency seclusion, there must be continuous observation by school personnel of the student and the room or area used for confinement:

1. must not be locked

2. must not prevent the student from exiting the area should staff become incapacitated or leave that area



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- 3. must provide for adequate space, lighting, ventilation, viewing, and the safety of the student
- 4. must comply with State and local fire and building codes

C. **Time and Duration** Emergency seclusion should not be used any longer than necessary, based on research and evidence, to allow a student to regain control of his/her behavior to the point that the emergency situation necessitating the use of emergency seclusion is ended, but generally no longer than:

- 1. fifteen (15) minutes for an elementary school student;
- 2. twenty (20) minutes for a middle school or high school student

If an emergency seclusion lasts longer than the suggested maximum times above, the following are required:

- a. additional support (which may include change of staff, introducing a nurse or specialist, or additional key identified personnel)
- b. documentation to explain the extension beyond the time limit



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Additional procedures and requirements applicable to both seclusion and restraint are set out below.

A. **Prohibited Practices**

The following procedures are prohibited under all circumstances, including emergency situations:

- 1. mechanical restraint
- 2. chemical restraint
- 3. corporal punishment as defined in 380.1312(1) of the revised school code, 1976 PA 451, otherwise known as the Corporal Punishment Act
- 4. the deprivation of basic needs
- 5. anything constituting child abuse
- 6. restraint that is used for the convenience of school personnel
- 7. restraint as a substitute for an educational program
- 8. restraint as a form of discipline or punishment
- 9. restraint as a substitute for less restrictive alternatives, adequate staffing or school personnel training in PBIS
- 10. when contraindicated based on (as documented in a record or records made available to the school) a student's disability, health care needs, or medical or psychiatric condition
- 11. any restraint that negatively impacts breathing, including any positions, whether on the floor, facedown, seated or kneeling, in which the student's physical position (e.g., bent over) is such that it is difficult to breathe, including situations that involve sitting or lying across an individual's back or stomach



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12. prone restraint (the restraint of a person face down)

NOTE: School personnel who find themselves involved in the use of a prone restraint as the result of responding to an emergency must take immediate steps to end the prone restraint.

13. the intentional application of any noxious substance(s) or stimuli that results in physical pain or extreme discomfort

A noxious substance or stimuli can either be generally acknowledged or specific to the student.

14. physical restraint, other than emergency physical restraint

15. any other type of restraint not expressly allowed

B. Definition of Restraint

Restraint means an action that prevents or significantly restricts a student's movement. Physical restraint is intended for the purposes of emergency situations only, in which a student's behavior poses imminent risk to the safety of the individual student or to the safety of others. An emergency situation requires an immediate intervention.

Emergency physical restraint is a last resort emergency safety intervention involving physical restraint that is necessitated by an ongoing emergency situation and that provide an opportunity for the student to retain self-control while maintaining the safety of the student and others. An emergency situation requires an immediate intervention. Emergency physical restraint may not be used in place of appropriate less restrictive interventions.



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There are three (3) types of restraint: physical, chemical, and mechanical.

1. **Physical restraint** involves direct physical contact.

Restraint does not include actions undertaken for the following reasons:

a. to break up a fight

b. to take a weapon away from a student

- c. to briefly hold the student (by an adult) in order to calm or comfort him/her
- d. to have the minimum contact necessary to physically escort a student from one area to another

e. to assist a student in completing a task/response if the student does not resist or if resistance is minimal in intensity or duration

- f. to hold a student for a brief time in order to prevent an impulsive behavior that threatens the student's immediate safety (e.g., running in front of a car)
- g. to stop a physical assault as defined in M.C.L. 380.1310
- h. actions that are an integral part of a sporting event, such as a referee pulling football players off from a pile or similar action
- 2. **Chemical Restraint** is the administration of medication for the purpose of restraint.

Restraint does not include administration of medication prescribed by and administered in accordance with the directions of a physician.



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3. **Mechanical Restraint** means the use of any device, article, garment, or material attached to or adjacent to a student's body to perform restraint.

Restraint does not include the following:

- a. an adaptive or protective device recommended by a physician or therapist (when it is used as recommended)
- b. safety equipment used by the general student population as intended (e.g., seat belts, safety harness on school transportation)

C. **Time and Duration**

Restraint should not be used:

- 1. any longer than necessary, based on research and evidence, to allow students to regain control of their behavior to the point that the emergency situation necessitating the use of emergency physical restraint is ended; and
- 2. generally no longer than ten (10) minutes.

If an emergency restraint lasts longer than ten (10) minutes, all of the following are required:

- 1. additional support, which may include a change of staff, or introducing a nurse, specialist, or additional key identified personnel
- 2. documentation to explain the extension beyond the time limit



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Additional procedures and requirements applicable to both seclusion and restraint are set out below.

USE OF EMERGENCY SECLUSION/RESTRAINT

A. When to Use Emergency Seclusion/Restraint

Seclusion/restraint must be used only under emergency situations and if essential. Emergency situation means a situation in which a student's behavior poses imminent risk to the safety of the individual student or to the safety of others. An emergency situation requires an immediate intervention.

B. General Procedures for Emergency Seclusion/Restraint:

- 1. An emergency seclusion/restraint may not be used in place of appropriate, less restrictive interventions.
- 2. Emergency seclusion/restraint shall be performed in a manner that is:
 - a, safe;
 - b. appropriate; and
 - c. proportionate to and sensitive to the student's:
 - 1) severity of behavior;
 - 2) chronological and developmental age;
 - 3) physical size;
 - 4) gender;
 - 5) physical condition;
 - 6) medical condition;



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- 7) psychiatric condition; and
- 8) personal history, including any history of physical or sexual abuse or other trauma.
- 3. School personnel shall call key identified personnel for help from within the school building either immediately at the onset of an emergency situation or, if it is reasonable under the particular circumstances for school personnel to believe that diverting their attention to calling for help would increase the risk to the safety of the student or to the safety of others, as soon as possible once the circumstances no longer support such a belief.
- 4. While using emergency seclusion/restraint, staff must do all of the following:
 - a. involve key identified personnel to protect the care, welfare, dignity, and safety of the student
 - b. continually observe the student in emergency seclusion for indications of physical distress and seek medical assistance if there is a concern
 - c. document observations
 - d. ensure to the extent practicable, in light of the ongoing emergency situation, that the emergency seclusion/restraint does not interfere with the student's ability to communicate using the student's primary mode of communication
 - e. ensure that at all times during the use of emergency seclusion/restraint there are school personnel present who can communicate with the student using the student's primary mode of communication

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- 5. Each use of an emergency seclusion/restraint and the reason for each use shall be documented and reported according to the following procedures:
 - a. document in writing and report in writing or orally to the building administration immediately
 - b. report in writing or orally to the parent or guardian immediately
 - c. a report shall be written for each use of seclusion/restraint (including multiple uses within a given day) and the written report(s) provided to the parent or guardian within the earlier of one (1) school day or seven (7) calendar days
- 6. After any use of an emergency seclusion/restraint, staff must make reasonable efforts to debrief and consult with the parent or guardian, or the parent or guardian and the student (as appropriate) regarding the determination of future actions.

C. Students Exhibiting a Pattern of Behavior

- 1. If a student exhibits a pattern of behavior that poses a substantial risk of creating an emergency situation in the future that could result in the use of emergency seclusion/restraint, school personnel should do the following:
 - a. conduct a functional behavioral assessment
 - b. develop or revise a PBIS plan to facilitate the reduction or elimination of the use of seclusion/restraint

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c. develop an assessment and planning process conducted by a team knowledgeable about the student, including at least:

- 1) the parent or guardian
- 2) the student (if appropriate)
- 3) people who are responsible for implementation of the PBIS plan
- 4) people who are knowledgeable in PBIS
- d. develop a written emergency intervention plan ("EIP") to protect the health, safety, and dignity of the student. An EIP may not expand the legally permissible use of emergency seclusion/restraint.

The EIP should be developed by a team in partnership with the parent or guardian. The team shall include:

1) a teacher;

- 2) an individual knowledgeable about legally permissibly use of seclusion/restraint; and
- 3) an individual knowledgeable about the use of PBIS to eliminate the use of seclusion/restraint.

The EIP should be developed and implemented by taking all of the following documented steps:

a. describe in detail the emergency intervention procedures

b. describe in detail the legal limits on the use of emergency seclusion/restraint, including examples of legally permissible and prohibited uses



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- c. inquire of the student's medical personnel (with parent or guardian consent) regarding any known medical or health contraindications for the use of seclusion/restraint
- d. conduct a peer review by knowledgeable staff
- e. provide the parent or guardian with all of the following, in writing and orally:
 - 1) A detailed explanation of the PBIS strategies that will reduce the risk of the student's behavior creating an emergency situation.
 - 2) An explanation of what constitutes an emergency, including examples of situations that would fall within and outside of the definition.
 - 3) A detailed explanation of the intervention procedures to be followed in an emergency situation, including the potential use of emergency seclusion/restraint.
 - 4) A description of possible discomforts or risks.
 - 5) A detailed explanation of the legal limits on the use of emergency seclusion/restraint, including examples of legally permissible and prohibited uses.
 - 6) Answers to any questions.

A student who is the subject of an EIP should be told or shown the circumstances under which emergency intervention could be used.



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D. Data Collection and Reporting

1. The building administrator shall develop a system of data collection, collect the data and forward all incident reports and data regarding the use of seclusion/restraint to the [Superintendent].

The data must:

- a. be analyzed to determine the efficacy of the school's school-wide system of behavioral support;
- b. be analyzed in the context of suspension, expulsion, and dropout data;
- c. be analyzed for the purposes of continuous improvement of training and technical assistance toward the reduction or elimination of seclusion/restraint;
- d. be analyzed on a schedule determined by the Michigan Department of Education (MDE);
- e. be reported to the MDE, if and as required;
- f. include a list of appropriately trained, identified personnel and their levels of:
 - 1) education;
 - 2) training; and
 - 3) knowledge.



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NOTE: The District must report to the MDE on the use of seclusion and restraint periodically. MDE will develop guidelines that outline the process for reporting redacted, aggregated data regarding the emergency use of seclusion and restraint.

Training Framework

A comprehensive training framework will be implemented which includes the following:

- A. awareness training for all school personnel who have regular contact with students; and
- B. comprehensive training for key identified personnel.

All substitute teachers must be informed of and understand the procedures regarding the use of emergency seclusion and emergency restraint. This requirement may be satisfied using online training developed or approved by MDE and online acknowledgement of understanding and completion of the training by the substitute teacher.

Comprehensive Training for Identified Personnel

Each building administrator will identify sufficient key personnel to ensure that trained personnel are generally available for an emergency situation. Before using emergency seclusion or emergency physical restraint with students, key identified personnel who may have to respond to an emergency safety situation must be trained in all of the following:

- A. proactive practices and strategies that ensure the dignity of students
- B, conflict resolution
- C, mediation
- D. social skills training



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- E. de-escalation techniques
- F. positive behavioral intervention and support strategies
- G. techniques to identify student behaviors that may trigger emergency safety situations
- H. related safety considerations, including information regarding the increased risk of injury to students and staff when seclusion or restraint is used
- I. instruction in the use of emergency seclusion and emergency physical restraint
- J. identification of events and environmental factors that may trigger emergency safety situations
- K. instruction on the State policy on the use of seclusion and restraint
- L. description and identification of dangerous behaviors
- M. methods for evaluating the risk of harm to determine whether the use of emergency seclusion or emergency physical restraint is warranted
- N. types of seclusion
- O. types of restraint
- P. the risk of using seclusion and restraint in consideration of a student's known and unknown medical or psychological limitations



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- Q. cardiopulmonary resuscitation and first aid
- R. the effects of seclusion and restraint on all students
- S. how to monitor for and identify physical signs of distress and the implications for students generally and for students with particular physical or mental health conditions or psychological limitations
- T, ways to obtain appropriate medical assistance

GLOSSARY OF TERMS

"Chemical Restraint" means the administration of medication for the purpose of restraint.

"**De-escalation Techniques**" means evidence- and research-based strategically employed verbal or nonverbal interventions used to reduce the intensity of threatening behavior before, during, and after a crisis situation occurs.

"Documentation" means documentation developed by the Michigan Department of Education that is uniform across the State.

"**Emergency Situation**" means a situation in which a student's behavior poses imminent risk to the safety of the individual student or to the safety of others. An emergency situation requires an immediate intervention.

"Functional Behavioral Assessment" means an evidence- and research-based systematic process for identifying the events that trigger and maintain problem behavior in an educational setting. A functional behavioral assessment shall describe specific problematic behaviors, report the frequency of the behaviors, assess environmental and other setting conditions where problematic behaviors occur, and identify the factors that are maintaining the behaviors over time.



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"Key Identified Personnel" means those individuals who have received the mandatory training described in M.C.L. 380.1307G(B)(I) to (XVI), listed under Comprehensive Training for Identified Personnel above.

"Mechanical Restraint" means the use of any device, article, garment, or material attached to or adjacent to a student's body to perform restraint.

"Physical Restraint" means restraint involving direct physical contact.

"Positive Behavioral Intervention and Support (PBIS)" means a framework to assist school personnel in adopting and organizing evidence-based behavioral interventions into an integrated continuum of intensifying supports based on student need that unites examination of the function of the problem behavior and the teaching of alternative skill repertoires to enhance academic and social behavior outcomes for all students.

"Positive Behavioral Intervention and Support Plan" means a student-specific support plan composed of individualized, functional behavioral assessment-based intervention strategies, including, as appropriate to the student, guidance or instruction for the student to use new skills as a replacement for problem behaviors, some rearrangement of the antecedent environment so that problems can be prevented and desirable behaviors can be encouraged, and procedures for monitoring, evaluating, and modifying the plan as necessary.

"Prone Restraint" means the restraint of an individual face down.

"Regularly and Continuously Work Under Contract" means that term as defined in section M.C.L. 380.1230.



SCHOOL DISTRICT

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"Restraint" means an action that prevents or significantly restricts a student's movement. Restraint does not include the brief holding of a student in order to calm or comfort, the minimum contact necessary to physically escort a student from one area to another, the minimum contact necessary to assist a student in completing a task or response if the student does not resist or resistance is minimal in intensity or duration, or the holding of a student for a brief time in order to prevent an impulsive behavior that threatens the student's immediate safety, such as running Restraint does not include the administration of medication in front of a car. prescribed by and administered in accordance with the directions of a physician, an adaptive or protective device recommended by a physician or therapist when it is used as recommended, or safety equipment used by the general student population as intended, such as a seat belt or safety harness on school transportation. Restraint does not include necessary actions taken to break up a fight, to stop a physical assault, as defined in M.C.L. 380.1310, or to take a weapon from a student. Restraint does not include actions that are an integral part of a sporting event, such as a referee pulling football players off of a pile or a similar action.

Restraint that negatively impacts breathing means any restraint that inhibits breathing, including floor restraints, facedown position, or any position in which an individual is bent over in such a way that it is difficult to breathe. This includes a seated or kneeling position in which an individual being restrained is bent over at the waist and restraint that involves sitting or lying across an individual's back or stomach.

"School Personnel" includes all individuals employed in a public school or assigned to regularly and continuously work under contract or under agreement in a public school, or public school personnel providing service at a nonpublic school.



SCHOOL DISTRICT

STUDENTS 5630.01/page 20 of 20

"Seclusion" means the confinement of a student in a room or other space from which the student is physically prevented from leaving. Seclusion does not include the general confinement of students if that confinement is an integral part of an emergency lockdown drill required under Section 19(5) of the Fire Prevention Code, 1941 PA 207, M.C.L. 29.19, or of another emergency security procedure that is necessary to protect the safety of student.

Adapted from Michigan State Board of Education Policy for the Emergency Use of Seclusion and Restraint adopted in March of 2017

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BOARD OF EDUCATION ______ SCHOOL DISTRICT

OPERATIONS 8500/page 1 of 5

REVISED POLICY - VOL. 31, NO. 2

FOOD SERVICES

The Board of Education shall provide cafeteria facilities in all school facilities where space and facilities permit, and will provide food service for the purchase and consumption of lunch for all students.

- The Board shall also provide a breakfast program in accordance with procedures established by the Department of Education.
- [] The Board shall provide a public hearing annually for all parents prior to determining whether or not it will provide a breakfast program for all students. If it chooses not to provide such a program, the Board shall make available the reasons for its decision.

The Board does not discriminate on the basis of race, color, national origin, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, military status, ancestry, or genetic information (collectively, "Protected Classes") in its educational programs or activities. Students and all other members of the School District community and third parties are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to a teacher, administrator, supervisor, or other District official so that the Board may address the conduct. See Policy 2260 – Nondiscrimination and Access to Equal Educational Opportunity.

The food-service program shall comply with Federal and State regulations pertaining to the selection, preparation, delivery, consumption, and disposal of food and beverages, including but not limited to the current USDA's school meal pattern requirements for Americans and the USDA Smart Snacks in School nutrition standards, as well as to the fiscal management of the program. In addition, as required by law, a food safety program based on the principles of the Hazard Analysis and Critical Control Point (HACCP) system shall be implemented with the intent of preventing food-borne illnesses. For added safety and security, access to the facility and the food stored and prepared therein shall be limited to food service staff and other authorized persons.

BOARD OF EDUCATION SCHOOL DISTRICT

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OPERATIONS 8500/page 2 of 5

Substitutions to the standard meal requirements shall be made, at no additional charge, for students for whom a healthcare provider who has prescriptive authority in the State of Michigan has provided medical certification that the student has a disability which restricts his/her diet, in accordance with the criteria set forth in 7 CFR 15(b). To qualify for such substitutions the medical certification must identify:

- A. the student's disability and the major life activity affected by the disability;
- B. an explanation of why the disability affects the students diet; and
- C. the food(s) to be omitted from the student's diet, and the food or choice of foods that must be substituted (e.g., caloric modifications or use of liquid nutritive formula).
- On a case by case basis, substitutions to the standard meal requirements may be made, at no additional charge, for students who are not "disabled persons", but have a signed statement from a qualified medical authority that the student cannot consume certain food items due to medical or other special dietary needs. To qualify for such consideration and substitutions the medical statement must identify:
 - A. the medical or dietary need that restricts the student's diet; and
 - B. the food(s) to be omitted from the student's diet and the food(s) or choice of foods that may be substituted.

For non-disabled students who need a nutritional equivalent milk substitute, only a signed request by a parent or guardian is required.

Lunches sold by the school may be purchased by students and staff members and community residents in accordance with the administrative guidelines established by the Superintendent.

BOARD OF EDUCATION SCHOOL DISTRICT

OPERATIONS 8500/page 3 of 5

The operation and supervision of the food-service program shall be the responsibility of the <u>Birutor of Food Service</u> and the <u>Business Manage</u>. Food services shall be operated on a self-supporting basis with revenue from students, staff, Federal reimbursement, and surplus food. The Board shall assist the program by furnishing available space, initial major equipment, and utensils. Maintenance and replacement of equipment is the responsibility of the program.

A periodic review of the food-service accounts shall be made by the <u>Business Manage</u>. Any surplus funds from the National School Lunch Program shall be used to reduce the cost of the service to students or to purchase cafeteria equipment. Surplus funds from a-la-carte foods purchased using funds from the nonprofit food service account must accrue to the nonprofit food service account.

Bad debt incurred through the inability to collect lunch payment from students is not an allowable cost chargeable to any Federal program. Any related collection cost, including legal cost, arising from such bad debt after they have been determined to be uncollectable are also unallowable.

Bad debt is uncollectable/delinquent debt that has been determined to be uncollectable by the end of the school year in which the debt was incurred. If the uncollectable/delinquent debt cannot be recovered by the School Meals Program in the year when the debt was incurred, then this is classified as bad debt. Once classified as bad debt, non-Federal funding sources must reimburse the NSFSA for the total amount of the bad debt. The funds may come from the district general fund, State or local funding, school or community organizations such as the PTA, or any other nonfederal source. Once the uncollectable/delinquent debt charges are converted to bad debt, records relating to those charges must be maintained in accordance with the record retention requirements in 7 CFR 210.9(b) (17) and 7 CFR 210.15(b).

by December 31st following the school year the debt was incurred,

BOARD OF EDUCATION _____SCHOOL DISTRICT

OPERATIONS 8500/page 4 of 5

The Superintendent is authorized to develop and implement an administrative guideline regarding meal charge procedures. This guideline will provide consistent directions for students who are eligible for reduced price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service.

<u>This guideline shall be provided in writing to all households at the start of each school year and to households transferring to the school or School District during the school year.</u>

With regard to the operation of the school food service program, the Superintendent shall require:

- A. the maintenance of sanitary, neat premises free from fire and health hazards;
- B. the preparation of food that complies with Federal food safety regulations;
- C. the planning and execution of menus in compliance with USDA requirements;
- D. the purchase of foods and supplies in accordance with State and Federal law, USDA regulations, and Board policy (See Policy 1130, Policy 3110, and Policy 4110);
- E. complying with food holds and recalls in accordance with USDA regulations;
- F. the accounting and disposition of food-service funds pursuant to Federal and State law and USDA regulations;

BOARD OF EDUCATION SCHOOL DISTRICT

OPERATIONS 8500/page 5 of 5

- G. the safekeeping and storage of food and food equipment pursuant to State and Federal law and USDA regulations;
- H. the regular maintenance and replacement of equipment;
- I. all District employees whose salaries are paid for with USDA funds or non-federal funds used to meet a match or cost share requirement must comply with the District's time and effort recordkeeping policy (See Policy 6116).

The District shall serve only nutritious food as determined by the Food Service Department in compliance with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs and the USDA Smart Snacks in School nutrition guidelines. Foods and beverages unassociated with the food-service program must comply with the current USDA Nutrition Standards for the National School Lunch and School Breakfast Programs and the USDA Smart Snacks in School nutrition guidelines, and may be vended in accordance with Board Policy 8540.

The Superintendent will require that the food service program serve foods in District schools that are wholesome and nutritious and reinforce the concepts taught in the classroom.

Healthy, Hunger-Free Kids Act of 2010 and Richard B. Russell National School Lunch Act, 42 U.S.C. 1751 et seq.

Child Nutrition Act of 1966, 42 U.S.C. 1771 et seq.

M.C.L. 380.1272, 1272a, 1272d et seq.

7 C.F.R. Parts 15b, 127, 210, 215, 220, 225, 226, 240, 245, 3015 42 U.S.C. 1758, 1760

OMB Circular No. A–87 USDA Smart Snacks in School Food Guidelines (effective July 1, 2014)

SP 32-2015 Statements Supporting Accommodations for Children with Disabilities in the Child Nutrition Programs

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<u>NEW</u>

8520 - MEAL CHARGE POLICY

Michigan Department of Education (MDE) and National School Lunch Program (NSLP) have provided schools with administrative guidelines and policy for meal charges. Following the administrative guidelines from MDE and NSLP, Whitmore Lake Public Schools will adhere to the following meal charge policy:

- A A staff or student may charge up to two (2) meals (one charge per meal).
- B. If a student has a charge balance, the school must provide a meal when the student is using money to pay for the current day's meal or future meals.
- C. It is permissible for schools to serve only one (1) particular set of food items to students whose parents owe the school money, as long as the food items comprise a reimbursable meal.
- D. A staff or student who has charged a meal may not charge or purchase "ala carte" item(s), including extra main entrees.
- E. If a student repeatedly comes to school with no lunch and no money, food service employees must report this to the building administrator. It could be a sign of abuse or neglect and the proper authorities should be contacted.
- F. Schools may deny a meal to a student who pays full price and who does not provide the required payment for that meal.
- G. The food service director or other school personnel will coordinate communications with the parent(s)/guardian(s) to resolve the matter of unpaid charges.
- H. If cafeteria services staff suspects that a student may be abusing this policy, written notice will be provided to the parent(s)/guardian(s) if he/she continues to abuse this policy.
- I. All accounts must be settled at the end of a school year. Jr/Senior High school students who owe money at the end of the year will be subject to the same policies as when they have fines and lost books. Phone calls will be placed to the student's home and/or letters will be sent home approximately two (2) weeks before the last day of school to students who have any negative balances. Negative balances not paid in full thirty (30) days prior to the start of the following school year may force the District to take action to collect unpaid funds by means of collection agencies, small claims court, or any other legal method deemed necessary by the District.
- J. The District cannot go on indefinitely feeding students for free. Unlimited "charged" meals would not be fair to the vast majority of students/parents who are paying for their lunches. Unpaid lunches could ultimately affect lunch prices.

The superintendent is authorized to develop and implement an administrative guideline regarding meal charging procedures. This guideline will provide consistent directions for students who are eligible for reduced price or paid meals but do not have funds in their account or in hand to cover the cost of their meal at the time of service.

This guideline shall be provided in writing to all households at the start of each school year and to households transferring to the school or School District during the school year.

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Whitmore Lake Public Schools

2016-2017 Final Budget Summary

To be Presented for Adoption June 26, 2017

Whitmore Lake Public Schools

General Fund

BUDGET SUMMARY

	2016-17 ORIGINAL BUDGET	2016-17 AMENDED BUDGET	2016-17 FINAL BUDGET
Revenues and Other Sources	10,029,038	10,507,783	10,597,585
Expenditures and Other Uses	10,026,632	10,327,181	10,268,486
Excess (Shortfall) of Revenues over Expenditures	2,406	180,602	329,099
Fund Balance - Beginning of Year	691,607	712,013	712,013
Fund Balance - End of Year	694,013	892,615	1,041,112
Total Fund Balance as a Percent of Revenue	6.9%	8.5%	9.8%

WHITMORE LAKE PUBLIC SCHOOLS

General Fund

Revenues and Operating Transfers

	2016-17 ORIGINAL BUDGET	2016-17 AMENDED BUDGET	2016-17 FINAL BUDGET
LOCAL REVENUE:	0.040 504	0.000.044	4 005 050
Property Taxes Deling/PILT Tax Collections	2,018,591 30,000	2,028,011	1,985,058
Interest on Investments	6,300	30,000 4,000	17,802 8,700
Kids Club, Tuition Presch	97,000	80,000	73,500
Billboards & Facility Rental	267,500	220,000	206,000
Athletics	•	•	=
	105,860	105,860	115,850
Other Local	112,130	90,000	144,475
TOTAL LOCAL REVENUE	\$ 2,637,381	\$ 2,557,871	\$ 2,551,385
STATE REVENUE:			
Proposal A	1,948,844	1,908,375	1,949,935
Special Ed. Headlee	487,089	523,941	523,941
Discretionary	2,132,178	2,196,317	2,197,728
At Risk - Section 31A	175,832	167,573	256,087
Early Literacy Targeted Instruction	0	7,260	7,260
Assessments State	· 0	0	1,318
First Robotics Grant	4,000	4,100	4,100
Vocational Education	73,037	53,715	6,715
Data Collection Headlee Oblig.	21,600	21,260	21,272
Hold Harmless Guarantee	6,575	7,513	7,517
MPSERS Cost Offset	72,753	74,444	74,444
MPSERS UAAL Rate Stabilization	587,612	659,702	659,702
Prior Year State Aid Adjustments	0	40,486	67,344
TOTAL STATE REVENUE	5,509,520	5,664,686	5,777,363
FEDERAL REVENUE:			
Funded Grants	627,330	675,342	675,342
TOTAL FEDERAL REVENUE	627,330	675,342	675,342
OTHER REVENUE:			
County Special Education PA-18	1,061,982	\$ 1,256,956	\$ 1,240,567
Medicaid Proceeds	\$ -	127,116	127,116
WISD Misc; GSRP	137,825	141,335	141,335
Services Provided To/By Other LEAs	55,000	84,477	84,477
TOTAL OTHER REVENUE	\$ 1,254,807	\$ 1,609,884	\$ 1,593,495

WHITMORE LAKE PUBLIC SCHOOLS General Fund Expenditures and Operating Transfers

			2016-17	2016-17	2016-17
	Encore (1)		DRIGINAL	AMENDED	FINAL
·	Function		BUDGET	BUDGET	BUDGET
1111	Elementary	\$	1,950,809	1,966,626	1,989,882
1113	High School	•	2,100,527	2,023,960	2,080,689
1118	Pre-School		318,911	303,950	350,077
	Total Basic Programs	\$	4,370,247	4,294,536	4,420,648
1122	Special Education	\$	383,345	504,330	377,992
1125	Compensatory Education	ዋ	201,895	178,156	161,819
1123	Career & Technical Education		266,657	223,751	194,710
1141	Total Added Needs	\$	851,897	906,237	734,521
	Total Addou Hoods				
	Total Instruction	\$	5,222,144	5,200,773	5,155,169
1212	Guidance	\$	122,400	119,948	116,544
1213	Health		85,072	85,027	86,486
1214	Psychology		20,810	21,000	12,000
1215	Speech		223,572	220,004	184,341
1216	Social Workers		112,847	154,354	157,704
1218	Teacher Consultants		863,609	854,243	856,304
	Total Pupil Support	\$	1,428,310	1,454,576	1,413,379
	Total Instruction and Pupil Support	\$	6,650,454	6,655,349	6,568,548
1221	Improvement of Instruction	\$	200,412	295,649	347,407
1222	Media Services		39,793	36,459	40,594
1226	Supervision of Instructional Staff		155,052	141,132	131,501
1227	Academic Student Assessment		21,785	32,309	39,797
	Total Instructional Staff Services	\$	417,042	505,549	559,299
1231	Board of Education	\$	93,767	93,767	87,071
1232	Executive Administration		196,080	200,681	210,768
	Total General Administration	\$	289,847	294,448	297,839
1241	Office of the Principal	\$	424,181	498,974	485,044
1249	Other School Adminstration			0	1,500
	Total School Administration	\$	424,181	498,974	486,544
1252	Fiscal Services	\$	286,782	294,397	291,676
1259	Other Business Services		74,200	72,000	64,828
	Total Business Services	\$	360,982	366,397	356,504
1261	Operating Buildings Services	\$	890,763	934,363	890,967
1266	Safety and Security		5,000	7,500	5,500
	Total Operations and Maintenance	\$	895,763	941,863	896,467
1271	Pupil Transportation	\$	472,552	446,061	477,563
	Total Pupil Transportation	\$	472,552	446,061	477,563
1282	Communications	\$	60,622	101,430	92,435
1283	Personnel	Ŷ	27,798	57,900	43,470
1284	Technology Services		136,875	147,269	132,099
1285	Pupil Accounting		3,360	3,300	2,025
	Total Central Support Services	\$	228,655	309,899	270,029
1293	Support Service-Athletics	\$	219,008	253,716	236,527
	Total Support Service-Athletics	\$ \$	219,008	253,716	236,527
1351	Custody & Care of Children	\$	48,338	43,150	61,866
1371	Non-Public School Pupils	Ŧ	,	,	42,235
1391	Community Services		19,810	11,775	15,065
	Total Community Activities	\$	68,148	54,925	119,166
Total Ex	penditures and Operating Transfers	\$	10,026,632	10,327,181	10,268,486

Whitmore Lake Public School District 2016-17 General Education Final Budget

Adopted June 26, 2017

RESOLVED, that this resolution shall be the general appropriations of the Whitmore Lake Public School District for the fiscal year 2016-2017: A resolution to make appropriations; and to provide for the disposition of all income received by the Whitmore Lake Public School District.

BE IT FURTHER RESOLVED, that the total revenue and unappropriated fund balance be available for appropriations in the **GENERAL EDUCATION FUND** of the Whitmore Lake Public School District for the fiscal year 2016-2017 as follows:

REVENUE		
Local Revenue	\$ 2,551,385	
State Revenue	5,777,363	
Federal Revenue	675,342	
Incoming Transfers & Other Transactions	1,593,495	
TOTAL REVENUE AND INCOMING TRANSFERS	\$ 10,597,585	
FUND BALANCE AS OF JULY 1, 2016	712,013	
TOTAL AMOUNT AVAILABLE TO APPROPRIATE	\$ 11,309,598	

BE IT FURTHER RESOLVED, that \$11,309,598 of the total available to appropriate in the **GENERAL EDUCATION FUND** is thereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES and TRANSFERS

Basic Programs, Instruction	\$ 4,420,648
Added Needs, Instruction	734,521
Pupil Support	1,413,379
Instructional Staff Services	559,299
General Administration	297,839
School Administration	486,544
Business Services	356,504
Operations/Maintenance	896,467
Transportation	477,563
Central Support Services	270,029
Athletics	236,527
Community Activities	 119,166
TOTAL EXPENDITURES and TRANSFERS	\$ 10,268,486
FUND BALANCE	
TOTAL FUND BALANCE AT JUNE 30, 2017 (Projected)	\$ 1,041,112
TOTAL APPROPRIATED	\$ 11,309,598

Whitmore Lake Public School District 2016-2017 Food Service Fund Final Budget

Adopted June 26, 2017

RESOLVED, that this resolution shall be the general appropriations of the Whitmore Lake Public School District for the fiscal year 2016-2017: A resolution to make appropriations and to provide for the disposition of all income received by the Whitmore Lake Public School District.

BE IT FURTHER RESOLVED, that the total revenue and unappropriated fund balance be available for appropriations in the **FOOD SERVICE FUND** of the Whitmore Lake Public School District for the fiscal year 2016-2017 as follows:

REVENUE	
Local Revenue	\$ 165,802
State Revenue	20,963
Federal Revenue	222,208
Incoming Transfers & Other Transactions	-
TOTAL REVENUE AND INCOMING TRANSFERS	408,973
FUND BALANCE - JULY 1, 2016	76
TOTAL AMOUNT AVAILABLE TO APPROPRIATE	\$ 409,049

BE IT FURTHER RESOLVED, that \$409,049 of the total available to appropriate in the **FOOD SERVICE FUND** is thereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES	
Salaries & Benefits	\$ 212,710
Contracted Service/Repair	2,910
Supplies	188,496
Capital Outlay	-
Other	4,850
TOTAL EXPENDITURES	\$ 408,966
OUTGOING TRANSFERS	-
TOTAL EXPENDITURES and TRANSFERS	\$ 408,966
FUND BALANCE	
FUND BALANCE ENDING JUNE 30, 2017 (Projected)	\$ 83
TOTAL APPROPRIATED:	\$ 409,049

Whitmore Lake Public School District 2016-2017 Community Recreation Fund Final Budget

Adopted June 26, 2017

RESOLVED, that this resolution shall be the general appropriations of the Whitmore Lake Public School District for the fiscal year 2016-2017: A resolution to make appropriations; and to provide for the disposition of all income received by the Whitmore Lake Public School District.

BE IT FURTHER RESOLVED, that the total revenue, including a tax levy of .5975 mills and unappropriated fund balance be available for appropriations in the COMMUNITY RECREATION FUND of the Whitmore Lake School District the fiscal year 2016-2017 as follows:

REVENUE	
Local Revenue	\$ 330,369
State Revenue	-
Federal Revenue	-
Incoming Transfers & Other Transactions	-
TOTAL REVENUE AND INCOMING TRANSFERS	330,369
FUND BALANCE - JULY 1, 2016	46,348
TOTAL AMOUNT AVAILABLE TO APPROPRIATE	\$ 376,717

BE IT FURTHER RESOLVED, that \$376,717 of the total available to appropriate in the **COMMUNITY RECREATION FUND** is thereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES	
Salaries & Benefits	\$ 142,333
Contracted Service/Repair	14,400
Utilities	145,000
Supplies	21,960
Capital Outlay	300
Advertisement	2,450
Other	400
TOTAL EXPENDITURES	\$ 326,843
OUTGOING TRANSFERS	-
TOTAL EXPENDITURES and TRANSFERS	\$ 326,843
FUND BALANCE	
FUND BALANCE ENDING JUNE 30, 2017 (Projected)	\$ 49,874
TOTAL APPROPRIATED	\$ 376,717



WHITMORE LAKE PUBLIC SCHOOLS

8845 Main St., Whitmore Lake, MI 48189 • phone: 734.449.4464 • fax: 734.449.5336

www.wlps.net Exceptional, Personalized Education

General Appropriations Resolution Whitmore Lake Public School District Fiscal Year 2016-2017

Aye:

Nays:

Resolution declared adopted.

Secretary, Whitmore Lake Board of Education

Date

Ken Dignan, Board of Education, President Laura Schwennesen, Board of Education, Vice President Michelle Kritzman, Board of Education, Secretary Bob Henry, Board of Education, Treasurer Lee Cole, Board of Education, Trustee Lisa McCully, Board of Education, Trustee John Meadows, Board of Education, Trustee Tom DeKeyser, Superintendent

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Whitmore Lake Public Schools

2017-2018 Original Budget Summary

To be Presented for Adoption June 26, 2017

Whitmore Lake Public Schools

General Fund

BUDGET SUMMARY

• • •	2016-17 AMENDED BUDGET	2016-17 FINAL BUDGET	2017-18 ORIGINAL BUDGET
Revenues and Other Sources	10,507,783	10,597,585	10,271,915
Expenditures and Other Uses	10,327,181	10,268,486	10,261,514
Excess (Shortfall) of Revenues over Expenditures	180,602	329,099	10,401
Fund Balance - Beginning of Year	712,013	712,013	1,041,112
Fund Balance - End of Year	892,615	1,041,112	1,051,514
Total Fund Balance as a Percent of Revenue	8.5%	9.8%	10.2%

WHITMORE LAKE PUBLIC SCHOOLS General Fund Revenues and Operating Transfers

Property Type	Taxable Values	Estimated Tax Revenues	
PRE & Qual Agricultural Commercial Personal Non-PRE Total Taxable Value	\$ 6,809,724	\$ 40,858 \$ 2,019,723 \$ 2,060,582	
Non-PRE Levy: Commercial Personal Levy: Sinking Fund:	18.0000 6.0000 0.9909 Fund Balance	\$ 338,315.32 \$ 331,923.00 \$ 670,238.32	
	2016-17 AMENDED BUDGET	2016-17 FINAL BUDGET	2017-18 ORIGINAL BUDGET
LOCAL REVENUE: Property Taxes Delinq/PILT Tax Collections Interest on Investments Kids Club, Tuition Presch Billboards & Facility Rental Athletics Other Local	2,028,011 30,000 4,000 80,000 220,000 105,860 90,000	1,985,058 17,802 8,700 73,500 206,000 115,850 144,475	2,060,582 30,000 8,000 80,000 200,000 105,860 90,000
TOTAL LOCAL REVENUE	\$ 2,557,871	\$ 2,551,385	\$ 2,574,442
STATE REVENUE: Proposal A Special Ed. Headlee	1,908,375 523,941	1,949,935 523,941	1,880,443 523,941
Discretionary At Risk - Section 31A Early Literacy Targeted Instruction Assessments State	2,196,317 167,573 7,260 0	2,197,728 256,087 7,260 1,318	2,246,378 242,573 0 0
First Robotics Grant Vocational Education Data Collection Headlee Oblig.	4,100 53,715 21,260	4,100 6,715 21,272	4,000 10,000 21,260
Hold Harmless Guarantee MPSERS Cost Offset MPSERS UAAL Rate Stabilization Prior Year State Aid Adjustments	7,513 74,444 659,702 40,486	7,517 74,444 659,702 67,344	6,500 74,444 659,702 0
TOTAL STATE REVENUE	5,664,686	5,777,363	5,669,241
FEDERAL REVENUE: Funded Grants	675,342	675,342	645,591
TOTAL FEDERAL REVENUE	675,342	675,342	645,591
OTHER REVENUE: County Special Education PA-18 Medicaid Proceeds WISD Misc; GSRP Services Provided To/By Other LEAs	\$ 1,256,956	\$ 1,240,567	\$
TOTAL OTHER REVENUE	\$ 1,609,884	\$ 1,593,495	1,382,642
TOTAL REVENUES	\$ 10,507,783	\$ 10,597,585	10,271,915

WHITMORE LAKE PUBLIC SCHOOLS General Fund Expenditures and Operating Transfers

		2016-17	2016-17	2017-18
		AMENDED	FINAL	ORIGINAL
	Function	BUDGET	BUDGET	BUDGET
1111	Elementary	1,966,626	1,989,882	1,930,625
1113	High School	2,023,960	2,080,689	1,998,148
1118	Pre-School	303,950	350,077	326,877
	Total Basic Programs	4,294,536	4,420,648	4,255,650
1122	Special Education	504,330	377,992	468,900
1125	Compensatory Education	178,156	161,819	175,000
1127	Career & Technical Education	223,751	194,710	203,300
	Total Added Needs	906,237	734,521	847,200
	Total Instruction	5,200,773	5,155,169	5,102,850
1212	Guidance	119,948	116,544	124,222
1213	Health	85,027	86,486	87,527
1214	Psychology	21,000	12,000	20,000
1215 1216	Speech Social Workers	220,004 154,354	184,341 157,704	184,281 159,650
1218	Teacher Consultants	854,243	856,304	860,759
1210	Total Pupil Support	1,454,576	1,413,379	1,436,439
	Total Instruction and Pupil Support	6,655,349	6,568,548	6,539,289
1221	Improvement of Instruction	295,649	347,407	296,593
1222	Media Services	36,459	40,594	39,295
1226	Supervision of Instructional Staff	141,132	131,501	139,862
1227	Academic Student Assessment	32,309	39,797	32,390
	Total Instructional Staff Services	505,549	559,299	508,140
1231	Board of Education	93,767	87,071	108,500
1232	Executive Administration	200,681	210,768	200,391
	Total General Administration	294,448	297,839	308,891
1241	Office of the Principal	498,974	485,044	496,574
1249	Other School Adminstration Total School Administration	498,974	1,500	406 574
		<u> </u>	486,544	496,574
1252	Fiscal Services	294,397	291,676	288,877
1259	Other Business Services	72,000	64,828	72,000
	Total Business Services	366,397	356,504	360,877
1261	Operating Buildings Services	934,363	890,967	933,667
1266	Safety and Security Total Operations and Maintenance	<u>7,500</u> 941,863	<u> </u>	<u>7,500</u> 941,167
1271	Pupil Transportation			
1271	Total Pupil Transportation	<u>446,061</u> 446,061	477,563	494,564 494,564
1282	Communications	101,430	92,435	101,802
1283	Personnel	57,900	43,470	35,000
1284	Technology Services	147,269	132,099	125,000
1285	Pupil Accounting	3,300	2,025	3,300
	Total Central Support Services	309,899	270,029	265,102
1293	Support Service-Athletics	253,716	236,527	251,398
	Total Support Service-Athletics	253,716	236,527	251,398
1351	Custody & Care of Children	43,150	61,866	40,058
1371	Non-Public School Pupils		42,235	44,203
1391	Community Services	11,775	15,065	11,251
	Total Community Activities	54,925	119,166	95,512
Total Ex	penditures and Operating Transfers	10,327,181	10,268,486	10,261,514

Whitmore Lake Public School District 2017-2018 General Education Original Budget

Adopted June 26, 2017

RESOLVED, that this resolution shall be the general appropriations of the Whitmore Lake Public School District for the fiscal year 2017-2018: A resolution to make appropriations; and to provide for the disposition of all income received by the Whitmore Lake Public School District.

BE IT FURTHER RESOLVED, that the total revenue and unappropriated fund balance be available for appropriations in the **GENERAL EDUCATION FUND** of the Whitmore Lake Public School District for the fiscal year 2017-2018 as follows:

REVENUE		
Local Re	venue	\$ 2,574,442
State Re	venue	5,669,241
Federal	Revenue	645,590
Incominę	Transfers & Other Transactions	1,382,642
TOTAL REVENUE	AND INCOMING TRANSFERS	\$ 10,271,915
FUND BALANCE A	S OF JULY 1, 2017 (Projected)	1,041,112
TOTAL AMOUNT A	VAILABLE TO APPROPRIATE	\$ 11,313,027

BE IT FURTHER RESOLVED, that \$11,234,717 of the total available to appropriate in the **GENERAL EDUCATION FUND** is thereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES and TRANSFERS

DEVENUE

Basic Programs, Instruction	\$ 4,255,650
Added Needs, Instruction	847,200
Pupil Support	1,436,439
Instructional Staff Services	508,140
General Administration	308,891
School Administration	496,574
Business Services	360,877
Operations/Maintenance	941,167
Transportation	494,564
Central Support Services	265,102
Athletics	251,397
Community Activities	 95,512
TOTAL EXPENDITURES and TRANSFERS	\$ 10,261,513
FUND BALANCE	
TOTAL FUND BALANCE AT JUNE 30, 2018 (Projected)	\$ 1,05 1 ,514
TOTAL APPROPRIATED	\$ 11,313,027

WHITMORE LAKE PUBLIC SCHOOLS

Food Service Fund

Revenues and Expenditures

•

		2016-17 ORIGINAL BUDGET		2016-17 FINAL BUDGET		2017-18 ORIGINAL BUDGET	
Revenues:							
Local:							
Food Sales	\$	146,704	\$	153,882	\$	155,000	
Catered Events		36,815		11,920		12,000	
State:							
School Lunch		12,564		20,963		20,963	
Federal:							
NSLP & USDA Commodity		201,049		222,208		225,000	
Fund Modification:							
ORS Stabilization Funds		8,250		0		0	
Total Revenues	\$	405,382	\$	408,973	\$	412,963	
Expenditures:							
Salaries and Benefits	\$	202,889	\$	212,710	\$	212,000	
Repairs and Purchased Services		1,953		2,910		5,400	
Food, Supplies		189,997		188,496		190,000	
Capital Outlay		0		0		0	
Dues and Other Fees		3,000		4,850		4,850	
Total Expenditures	\$	397,839	\$	408,966	\$	412,250	
Excess (Deficit) of Revenues over (under) Expenditures	\$	7,543	\$	7	\$	713	
Operating Transfer (to)/from General Fund	\$		\$	×	\$	-	
Increase (Decrease) in Fund Balance	\$	7,543	\$	7	\$	713	
Fund Balance - Beginning of Year	\$	76	\$	76	_\$	83	
Fund Balance - End of Year	\$	7,619	\$	83	\$	796	

Whitmore Lake Public School District 2017-2018 Food Service Fund Original Budget

Adopted June 26, 2017

RESOLVED, that this resolution shall be the general appropriations of the Whitmore Lake Public School District for the fiscal year 2017-2018: A resolution to make appropriations and to provide for the disposition of all income received by the Whitmore Lake Public School District.

BE IT FURTHER RESOLVED, that the total revenue and unappropriated fund balance be available for appropriations in the **FOOD SERVICE FUND** of the Whitmore Lake Public School District for the fiscal year 2017-2018 as follows:

REVENUE Local Revenue State Revenue Federal Revenue Incoming Transfers & Other Transactions	\$	167,000 20,963 225,000 -
TOTAL REVENUE AND INCOMING TRANSFERS		412,963
FUND BALANCE - JULY 1, 2017 (Projected)		83
TOTAL AMOUNT AVAILABLE TO APPROPRIATE	\$	413,046
BE IT FURTHER RESOLVED, that \$413,171 of the total available to appropriate in the FOOD SERVICE FUND is thereby appropriated in the amounts and for the purposes set forth below:	ie	
EXPENDITURES Salaries & Benefits Contracted Service/Repair Supplies Capital Outlay Other TOTAL EXPENDITURES OUTGOING TRANSFERS TOTAL EXPENDITURES and TRANSFERS	\$	212,000 5,400 190,000 - 4,850 412,250 - 412,250
FUND BALANCE FUND BALANCE ENDING JUNE 30, 2018 (Projected)	\$	796
TOTAL APPROPRIATED:	\$	413,046

WHITMORE LAKE PUBLIC SCHOOLS

Community Recreation Fund

Revenues and Expenditures

Property Type	Ta	axable Values		E	Estimated Tax Revenues		
PRE & Qual Agricultural	\$	229,215,405	-	\$	135,237		
Commercial Personal	\$	6,676,200		\$	-		
Non-PRE	\$	112,206,855		\$	66,202		
Total Taxable Value	\$	348,098,460		\$	201,439		
	<u> </u>		3	7			
PRE and Non-PRE Levy:		0.5900	Mills				
Revenues:		2016-17 ORIGINAL BUDGET		<u></u>	2016-17 FINAL BUDGET		2017-18 ORIGINAL BUDGET
Property Taxes	\$	194,619		\$	198,386	\$	201,439
Community Rec/Ed and Aquatic Programs	¥	90,000		Ψ	85,950	Ψ	90,000
Jennings Field Rentals		3,600			03,350		0
Community Rec Facility Rentals		3,000			32,303		37,500
Aquatic Facility Rentals		53,536			13,715		15,000
Interest on Investments		20			15,715		15,000
Total Revenues	\$	341,775	-	\$	330,369	<u> </u>	343,959
Total Revenues	φ	341,773		Þ	330,369	\$	343,959
Expenditures:							
Community Education							
Salaries & Benefits	\$	69,196		\$	70,639	\$	73,000
Contracted Services		8,203			14,000		14,000
Supplies		4,745			4,510		4,745
Advertisement		3,672			2,450		3,000
Dues & Fees		420			Ó		200
Total Community Education	\$	86,236		\$	91,599	\$	94,945
Jennings Field							
Contracted Services	\$	1,150		\$	_	\$	
Utilities	Ψ	750		Ψ	0	Ψ	0
Supplies		275			0		0
Capital Outlay		215			0		0
Dues & Fees		265			0		0
Total Jennings Field	\$	2,440	• •	\$	-	\$	-
Pool							
Salaries & Benefits	\$	62,900		¢	74 604	\$	79 000
Contracted Services	φ			\$	71,694	Ð	73,000
Utilities		13,030			400		2,000
Equipment and Supplies		160,000			145,000		160,000
Capital Outlay		9,800			17,450 300		10,000
Dues & Fees		281			400		0 500
Total Pool	\$	246,011	• •	\$	235,244	\$	245,500
Total Expenditures	\$	334,687		\$	326,843	\$	340,445
Excess (Shortage) of Revs over (under) Exps	\$	7,088		\$			
					3,526	\$	3,514
Fund Balance - Beginning of Year	\$	48,788	· .	\$	46,348	\$	49,874
Fund Balance - End of Year	\$	55,875	: :	\$	49,874	\$	53,388

Whitmore Lake Public School District 2017-2018 Community Recreation Fund Original Budget

Adopted June 26, 2017

RESOLVED, that this resolution shall be the general appropriations of the Whitmore Lake Public School District for the fiscal year 2017-2018: A resolution to make appropriations; and to provide for the disposition of all income received by the Whitmore Lake Public School District.

BE IT FURTHER RESOLVED, that the total revenue, including a tax levy of .5900 mills and unappropriated fund balance be available for appropriations in the **COMMUNITY RECREATION FUND of the Whitmore Lake School District the fiscal year 2017-2018 as follows:**

REVENUE Local Revenue State Revenue Federal Revenue Incoming Transfers & Other Transactions	\$ 343,959 - - -
TOTAL REVENUE AND INCOMING TRANSFERS	343,959
FUND BALANCE - JULY 1, 2017 (Projected)	49,874
TOTAL AMOUNT AVAILABLE TO APPROPRIATE	\$ 393,833

BE IT FURTHER RESOLVED, that \$393,833 of the total available to appropriate in the **COMMUNITY RECREATION FUND** is thereby appropriated in the amounts and for the purposes set forth below:

EXPENDITURES	
Salaries & Benefits	\$ 146,000
Contracted Service/Repair	16,000
Utilities	160,000
Supplies	14,745
Capital Outlay	-
Advertisement	3,000
Other	700
TOTAL EXPENDITURES	\$ 340,445
OUTGOING TRANSFERS	-
TOTAL EXPENDITURES and TRANSFERS	\$ 340,445
FUND BALANCE	
FUND BALANCE ENDING JUNE 30, 2018 (Projected)	\$ 53,388
TOTAL APPROPRIATED	\$ 393,833



WHITMORE LAKE PUBLIC SCHOOLS

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www.wlps.net Exceptional, Personalized Education

General Appropriations Resolution Whitmore Lake Public School District Fiscal Year 2017-2018

Ayes:

Nays:

Resolution declared adopted.

Secretary, Whitmore Lake Board of Education

Date

Ken Dignan, Board of Education, President Laura Schwennesen, Board of Education, Vice President Michelle Kritzman, Board of Education, Secretary Bob Henry, Board of Education, Treasurer Lee Cole, Board of Education, Trustee Lisa McCully, Board of Education, Trustee John Meadows, Board of Education, Trustee Tom DeKeyser, Superintendent



RESOLUTION AUTHORIZING ISSUANCE OF NOTES IN ANTICIPATION OF STATE SCHOOL AID (AUGUST 2017 BORROWING THROUGH THE MICHIGAN FINANCE AUTHORITY)

Whitmore Lake Public School District, Washtenaw and Livingston Counties, Michigan (the "Issuer" or "School District")

A _____ meeting of the board of education of the Issuer (the "Board") was held in the _____, within the boundaries of the Issuer, on the 26th day of June, 2017, at ____ o'clock in the __.m.

The meeting was called to order by ______, President.

Present: Members

Absent: Members

The following preamble and resolution were offered by Member ______ and supported by Member ______:

WHEREAS, under the terms of Section 1225 of Act 451, Public Acts of Michigan, 1976, as amended (the "Act"), the School District is authorized to borrow money for school operations and issue its notes therefor, in one or more series, pledging for the payment thereof moneys to be received by it pursuant to the State School Aid Act of 1979, Act 94, Public Acts of Michigan, 1979, as amended (the "State Aid Act"), which notes shall be the full faith and credit obligation of the School District; and

WHEREAS, the estimated amount of the state school aid appropriations allocated or to be allocated to the School District for the fiscal year ending June 30, 2018 and expected to be received by the School District from October 2017 through August 2018, inclusive (the "2017/2018 State Aid" or the "Pledged State Aid"), is shown in paragraph 1 of Exhibit A; and

WHEREAS, the School District has the need to borrow the sum of not to exceed the amount shown in paragraph 2 of Exhibit A to pay operating expenses for the fiscal year ending June 30, 2018, which amount is estimated to be not more than 70% of the difference between the total state school aid funds apportioned or to be apportioned to the School District for the 2017/2018 State Aid and that portion of the 2017/2018 State Aid already received or pledged; and

WHEREAS, the School District plans to issue or has issued notes, bonds or other obligations subject to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), relating to arbitrage and the rebate thereof, including but not limited to federally tax-exempt and/or tax-advantaged bonds and other obligations, not including this borrowing, during calendar year 2017 in the aggregate principal amount shown in paragraph 3 of Exhibit A; and

WHEREAS, the School District determines that it is in its best interest to borrow the sum of not to exceed the amount shown in paragraph 2 of Exhibit A and issue the general obligation notes in

one or more series (the "Note" or "Notes") of the School District therefor to the Michigan Finance Authority (the "Authority").

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The School District, pursuant to Section 1225 of the Act, shall issue its Notes in one or more series in order to borrow for the above purpose a sum not to exceed the amount shown in paragraph 2 of Exhibit A, the final amount and series designation to be determined by an officer designated in paragraph 4 of Exhibit A, or a designee who shall be a member of the administrative staff or board of education of the School District (each an "Authorized Officer"), prior to the sale of the Notes, or such portion thereof as the Michigan Department of Treasury (the "Treasury") may approve, if prior approval is necessary, and issue the Notes of the School District therefor in anticipation of the distribution of the Pledged State Aid.

2. The Notes shall be issued in one or more series, bear interest at the rate or rates determined on the sale thereof, which shall not exceed the maximum rate permitted by law at the time of sale, be dated as set forth in paragraph 5 of Exhibit A, or as of the date of delivery, and be due and payable on the date shown in paragraph 5 of Exhibit A. The Notes shall be payable in lawful money of the United States of America at a bank or trust company qualified to act as paying agent in the State of Michigan, as shall be designated by the Authority. The Notes shall be in denominations to be determined by an Authorized Officer prior to the sale of the Notes. The Notes shall be subject to redemption prior to maturity as specified in the Purchase Contract described below.

3. The School District hereby appropriates a sufficient amount of the Pledged State Aid to repay the principal of and interest on the Notes. In addition, the full faith and credit of the School District is hereby irrevocably pledged for payment of the principal of and interest on the Notes and, in case of the insufficiency of the Pledged State Aid, the School District shall pay the Notes from any funds legally available therefor, and, if necessary, levy sufficient taxes on all taxable property in the School District for the payment thereof, subject to applicable constitutional and statutory tax rate limitations.

4. In the event any Authorized Officer determines that it is in the best interest of the School District to choose to pay all or a portion of the principal and interest on the Notes with setaside installments, the following provisions in this paragraph 4 shall apply:

Moneys to pay the principal and interest on the Notes when due shall be set aside in a separate fund with the depository designated in the Purchase Contract described below (the "Depository") in three (3), five (5) or seven (7) consecutive monthly set-aside installments (the "Installment" or "Installments"), ending on July 20, 2018, and earlier on the 20th day of each month (or in the case of January, the 22nd, and in the case of May, the 21st), or such other state school aid payment date as may be provided for under state law (each a "Payment Date"). If a Payment Date falls on a Saturday, Sunday or legal holiday, the Payment Date shall be the next business day. The payment to the Depository shall be made first from the Pledged State Aid received during the month of the Installment. If, for any reason, the Pledged State Aid received during the month of the Installment is insufficient to pay the Installment, then in that event the School District pledges to use any and all other available funds to meet the Installment Shortfall") on the Payment Date, the Authority is authorized, pursuant to Section 17a(3) of the State Aid Act, to intercept 100% of the Pledged State Aid to be distributed to the School District beginning with the month following the School District's failure to meet the Installment obligation and all months thereafter, in accordance

with the terms and conditions of the Purchase Contract (the "Purchase Contract") between the Authority and the School District. Beginning with the month following the Installment Shortfall, the Authority shall intercept 100% of the Pledged State Aid to be distributed to the School District and apply the intercepted amount on the following priority basis: (A) the Installment Shortfall; (B) the current month's Installment; and (C) any amounts remaining to be immediately distributed to the School District. The intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the total principal and interest on the Notes. The maximum amount of each Installment will not exceed 50% of the amount of Pledged State Aid due to the School District in any set-aside month.

If the School District has failed to deposit all or a portion of an Installment by the last business day of the month of the Installment, the Depository is authorized and directed to give written notice to the Authority, the State Treasurer and the School District on the first business day following the last business day of the month of the failure to deposit all or a portion of the Installment. Upon receipt of such written notice from the Depository, the Authority shall promptly notify the School District that it will immediately commence to intercept 100% of the Pledged State Aid.

If on the date of the final Installment as specified in Schedule I to the Purchase Contract, the funds with the Depository are insufficient to pay the principal of and interest on the Notes when due, the School District, pursuant to Section 17a(3) of the State Aid Act to the extent necessary to meet the payment obligation, assigns to the Authority and authorizes and directs the State Treasurer to advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the payment has been made.

Any Authorized Officer is further authorized to agree, if required by the Authority, to assign to the Authority and authorize and direct the State Treasurer to intercept all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the state school aid payment has been made pursuant to Section 17(a)(3) of the State Aid Act.

Any Authorized Officer is further authorized to determine that each Installment is a partial mandatory redemption of a particular series of the Notes and that the last Installment is the maturity date of that series of the Notes, and such determination shall be conclusively evidenced by the Purchase Contract described below.

5. Any Authorized Officer is authorized to sell all or a portion of the Notes to the Authority without an Installment payment schedule (the "No Set-Aside Notes") pursuant to the provisions of this resolution. In that event: (a) any Authorized Officer is further authorized to agree, if required by the Authority, to assign to the Authority and authorize and direct the State Treasurer to intercept or advance all or part of any state school aid payment which is dedicated for distribution or for which the appropriation authorizing the state school aid payment has been made pursuant to Section 17a(3) of the State Aid Act; (b) the School District acknowledges that payment of the principal and interest on certain of the No Set-Aside Notes may be secured by a direct-pay letter of credit issued for the account of the Authority and the School District by one or more providers selected by the Authority (each a "Letter of Credit"; and each issuer a "Letter of Credit Bank"); (c) it shall not be deemed a default by the School District under the provisions of the Purchase Contract or the No Set-Aside Notes if the principal and interest on the No Set-Aside Notes shall have been paid in full when due to the Authority from proceeds of a drawing on the Letter of Credit and the drawing on the Letter of Credit is reimbursed by the School District on the designated date set forth in the reimbursement agreement relating to the Letter of Credit; and (d) the School District appoints the

Authority as its agent to enter into the reimbursement agreement for and on behalf of the School District, if required by the Authority, as well as on the Authority's own behalf, and the School District agrees to be referred to as an account party in the Letter of Credit obtained by the Authority to secure payment of the No Set-Aside Notes and a series of the Authority's State Aid Revenue Notes issued to finance the Authority's purchase of the No Set-Aside Notes.

6. The President and Secretary of the Board of Education shall execute the Notes on behalf of the School District, and the executed Notes shall be delivered to the Authority upon the receipt of the purchase price therefor. The Vice President, Treasurer or Superintendent may execute the Notes instead of either the President or Secretary. The foregoing officials are hereby authorized to execute and deliver a temporary Note or Notes and exchange, when available, final printed Notes therefor at the request of the Authority.

7. Unless the Notes are issued as federally taxable, the School District hereby covenants for the benefit of all holders of the Notes to comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Notes in order that the interest thereon be or continue to be excluded from gross income for federal income taxation purposes, including, but not limited to, requirements relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Note proceeds and moneys deemed to be Note proceeds.

8. If necessary, any Authorized Officer is hereby authorized to make application to Treasury for and on behalf of the School District for an order approving the issuance of the Notes and to pay any applicable fee therefor, or a post-issuance filing fee, as applicable.

9. The President, Vice President, Secretary, Treasurer, Superintendent, individual acting in the capacity of the school business official, or designee and any Authorized Officer are further authorized to execute any documents or certificates necessary to complete the transaction including, but not limited to, any certificates relating to federal or state securities laws, rules or regulations.

10. The Notes shall be sold to the Authority and the following provisions shall apply:

a. Any Authorized Officer is hereby authorized to execute and deliver one or more Purchase Contracts with the Authority (which shall be determined by whether one or more series of Notes are issued hereunder) in substantially the form attached hereto as Exhibit B reflecting the terms and conditions of the borrowing with such additions, deletions or substitutions (including without limitation additions, deletions or substitutions required by any Letter of Credit Bank(s) or any purchaser(s) of the State Aid Revenue Notes issued by the Authority to finance its purchase of the No Set-Aside Notes), as the Authority and any Authorized Officer shall deem necessary and appropriate, including the number of set-asides, if any, and their dates and amounts, and not inconsistent with the provisions of this resolution. The choice of whether to make Installments for the Notes and/or the number, dates and amounts of Installments shall be conclusively evidenced by the Purchase Contract. The Purchase Contract shall include the School District's agreement with respect to any Installment not received by the Depository from the School District on the Payment Date, to pay the Authority an amount as invoiced by the Authority to recover its administrative costs and lost investment earnings attributable to that late payment.

b. Any Authorized Officer is further authorized to approve the specific interest rate(s) to be borne by the Notes, not exceeding the maximum rate permitted by law, the purchase price of the Notes, not less than the price specified in paragraph 6 of Exhibit A, a guaranteed investment agreement or other permitted investment in accordance with state law for funds paid to

the Depository, if applicable, direct payments of Pledged State Aid to and if required by the Authority, and other terms and conditions relating to the Notes and the sale thereof.

c. The form of the Notes shall contain the following language in substantially the form set forth below as applicable, with such additions, deletions or substitutions (not inconsistent with the Purchase Contract) as the Authority and any Authorized Officer shall deem necessary and appropriate:

To the extent permitted by law, the principal of and interest on this Note which remains unpaid after this Note has matured and all other outstanding and unpaid amounts owing by the School District under the Purchase Contract shall bear interest until paid at an interest rate per annum based upon a 360-day year for the actual number of days elapsed equal to the "Default Rate" as described in Schedule I to the Purchase Contract.

11. By opting to sell its Notes to the Authority, the School District hereby determines that it is in the best interest of the School District to sell its Notes to the Authority rather than sell the Notes at a competitive sale based upon the historical performance of the Authority's note pool program whereby competitive interest rates and reduced costs of issuance are obtained by pooling several participating school districts in one or more series of notes.

12. Within fifteen (15) business days after issuance of the Notes, the Board hereby authorizes and directs the Superintendent to cause to be filed with Treasury any and all documentation required subsequent to the issuance of the Notes, along with any statutorily required fee.

13. The series of Notes issued hereunder are of equal standing as to the Pledged State Aid. The School District reserves the right to issue additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid with the prior written consent of an authorized officer of the Authority. The School District further resolves that the amount payable as to principal and interest on the Notes plus the amount payable as to principal and interest on or prior to the maturity date of the Notes on any additional notes or other obligations of equal standing with the Notes as to payment from Pledged State Aid will not exceed 75% of the amount of Pledged State Aid.

14. The Authority has appointed Thrun Law Firm, P.C. to act as counsel to the loan arranger for the August 2017 state aid note program. The School District consents to Thrun Law Firm, P.C. representing this School District and acting as counsel to the loan arranger for the Authority's August 2017 state aid note program.

15. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

Ayes: Members

Nays: Members

Resolution declared adopted.

Secretary, Board of Education

The undersigned duly qualified and acting Secretary of the Board of Education of Whitmore Lake Public School District, Washtenaw and Livingston Counties, Michigan, hereby certifies that the foregoing constitutes a true and complete copy of a resolution adopted by the Board at a meeting held on June 26, 2017, the original of which is part of the Board's minutes. The undersigned further certifies that notice of the meeting was given to the public pursuant to the provisions of the "Open Meetings Act" (Act 267, Public Acts of Michigan, 1976, as amended).

Secretary, Board of Education

JJS/mmw

EXHIBIT A

- 1. Estimated 2017/2018 State Aid allocated or to be allocated for fiscal year ending June 30, 2018: \$5,669,241 (total amount estimated to be received from October 1, 2017 through August 31, 2018)
- 2. Amount of borrowing not to exceed: \$1,350,000
- 3. Principal amount of notes, bonds or other obligations, including but not limited to federally tax-exempt and/or tax-advantaged bonds, <u>not including this borrowing</u>, that have been issued or are expected to be issued during the 2017 calendar year: \$0.00 (include plans for voted or non-voted bonds, refunding bonds, additional state aid notes, tax anticipation notes, installment purchase agreements, lines of credit, and lease-purchase agreements)
- 4. Authorized Officer: Superintendent, President or Vice President of the Board of Education, Assistant Superintendent or individual acting in the capacity of the school business official or a designee thereof
- 5. The Notes shall be dated August 21, 2017 and shall mature on March 20, 2018, July 20, 2018, August 20, 2018, or such other date as determined by any Authorized Officer
- 6. Purchase price: Not less than 97% of the principal amount of the Notes
- 7. Five percent (5%) of estimated fiscal year 2016/2017 operating expenses: \$512,895

EXHIBIT B

FORM OF PURCHASE CONTRACT

[Insert Name of School District Here]

The Michigan Finance Authority (the "Authority"), a public body corporate, separate and distinct from the State of Michigan, hereby offers to enter into this Purchase Contract with the Issuer named below (the "Issuer") which, upon the acceptance of this offer by the Issuer, will be binding upon the Authority and the Issuer. This offer is made subject to acceptance on or before the date set forth below. The Issuer accepts the electronic or digital signature of the Authority's Executive Director (or other authorized officer of the Authority) if set forth below and acknowledges that it has the same legal effect and enforceability as a manual signature.

Upon the terms and conditions and upon the basis of the representations, warranties and agreements set forth herein, including those set forth on Schedule I hereto, the Authority hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Authority, notes (the "Notes") in the principal amount and with the interest rate as shown on Schedule I. The purchase price for the Notes shall be as set forth on Schedule I.

The Issuer acknowledges that the Authority will purchase the Notes with proceeds from certain State Aid Revenue Notes to be issued by the Authority (the "Authority's Notes").] The Issuer represents and warrants to, and agrees with, the Authority that (A) the Issuer has, and on the Closing Date (specified below) will have, full legal right, power and authority (1) to enter into this Purchase Contract, and (2) to sell and deliver the Notes to the Authority and pledge and assign to the Authority the moneys to be received by the Issuer pursuant to the State School Aid Act of 1979, as amended (the "State School Aid") as provided herein and in the resolution authorizing the Notes and the Issuer has duly authorized and approved the execution and delivery of and the performance by the Issuer of its obligations contained in this Purchase Contract including those set forth in Schedule I; and (B) the Issuer shall promptly pay its pro rata share of the Costs of Issuance upon notification by the Authority. The term "Costs of Issuance" shall mean and include printing charges, rating agency charges, trustee fees, note counsel fees, fees and expenses of a purchaser (the "Purchaser") of all or a portion of the Authority's Notes [(as defined below)], and other counsel fees and issuance fees of the Authority and the Purchaser related to the Authority's Notes; provided, however, that the Issuer's pro rata share of such Costs of Issuance shall not exceed the amount shown on Schedule I hereto. The terms "Purchaser", "Holder" and "Holders' Representative" shall have the same meanings as defined in the Note Purchase Agreement(s) dated _, 2017 between the Authority and ______ (the "Note

Purchase Agreement").

IF THREE, FIVE OR SEVEN SET-ASIDES ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT:

[The Issuer pledges to pay the principal and interest on the Notes from its State School Aid appropriations allocated or to be allocated to it for the fiscal year ending June 30, 2018 and to be paid during October 2017 through August 2018, inclusive (the "Pledged State Aid"). Moneys to pay the principal and interest on the Notes when due shall be set aside in a separate fund with the Depository (as defined in Schedule I hereto) as hereinafter described in 3, 5 or 7 installments (the "Installment" or "Installments") as specified in Schedule I, commencing (i) in the case of 3 installments, on May 21, 2018, (ii) in the case of 5 installments, on March 20, 2018, and (iii) in the case of 7 installments, on January 22, 2018, and thereafter on the 20th day of each month (or in the case of May, the 21st) to and in each case

ending on [July 20], 2018, or such other State School Aid payment date as may be provided for under state law (the "Payment Date"). If a Payment Date falls on a Saturday, Sunday or legal holiday, the Installment shall be due on the next business day. The payment to the Depository shall be made first from the Pledged State Aid received during the month of the Installment. Notwithstanding the foregoing, the Issuer hereby irrevocably directs the State of Michigan to directly transfer to the Depository payment of the Issuer's current month's Installment from the Pledged State Aid received during the month of the Installment on the Payment Date. If, for any reason, the Pledged State Aid received during the month of the Installment is insufficient to pay the Installment, then in that event the Issuer pledges to use any and all other available funds to pay the Installment obligation. If the Issuer fails to set aside any portion of an Installment (the "Installment Shortfall"), pursuant to Section 17a(3) of the State School Aid Act of 1979, as amended (the "Act"), the Authority is authorized to intercept 100% of the Pledged State Aid to be distributed to the Issuer. Beginning with the month following the Installment Shortfall, the Authority shall intercept 100% of the Pledged State Aid to be distributed to the Issuer and apply the intercepted amount on the following priority basis: (A) the Installment Shortfall; (B) the current month's Installment; and (C) any amounts remaining to be immediately distributed to the Issuer. The intercept process set forth above shall continue each month following the Installment Shortfall until sufficient funds are deposited with the Depository to pay the principal of and interest on the Notes. The Authority shall promptly notify the Issuer that it will immediately commence to intercept the Pledged State Aid.

Each Installment shall be treated as a mandatory redemption of a portion of the principal of the Notes and also payment of accrued interest thereon to the date of the Installment, which together shall be equal to the amount of such Installment.

If the Issuer has failed to deposit all or a portion of an Installment by the last business day of the month of the Installment, the Depository is authorized and directed to give written notice to the Authority, the State Treasurer and the Issuer on the first business day following the last business day of the month of the failure to deposit all or a portion of the Installment. Upon receipt of written notice from the Depository, the Authority shall promptly notify the Issuer that it will immediately commence to intercept 100% of the Pledged State Aid.

If on the date of the final Installment as specified in Schedule I hereto, the funds on deposit with the Depository are insufficient to pay the principal of and interest on the Notes when due, the Issuer, pursuant to Section 17a(3) of the Act, to the extent necessary to meet the payment obligation assigns to the Authority and authorizes and directs the State Treasurer to advance all or part of any payment which is dedicated for distribution or for which the appropriation authorizing payment has been made under the Act.

If at any time and from time to time prior to the maturity date of the Notes the Authority has reason to believe that the Issuer will be unable to pay in full the principal and interest on the Notes when due, the Authority, in its sole discretion, may by phone or email:

(i) request from the Issuer a written confirmation of both its ability to pay the Notes when due and a description of the source(s) of funds for the repayment of the Notes. If the Issuer fails within ten (10) days to provide such confirmation to the satisfaction of the Authority, the Issuer hereby authorizes the intercept of any Pledged State Aid to be distributed to the Issuer earlier than August 2018 in such amount as determined by the Authority to be appropriate and further authorizes the Authority to give notice to the State Treasurer to intercept that amount of any Pledged State Aid which has not already been transferred to the Issuer. Any Pledged State Aid which is thus intercepted shall be transferred to the Depository and shall, after the Authority's Notes are paid, be applied on the following priority basis: (1) to the Purchaser, all other amounts due and owing to the Purchaser under its Note Purchase Agreement with the Authority and the Depository relating to the 2017A-___ Notes, and (2) any amount remaining to be immediately distributed to the Issuer]; and/or

(ii) give notice to the Issuer requiring the Issuer to enter into one or more Tax Intercept Agreements (each a "TIA") to provide additional security for the payment of the Notes. Each TIA shall be in a form prescribed by the Authority, with such additions, deletions or substitutions reasonably required by any local taxing unit that collects operating taxes revenues collected for the Issuer, and the delinquencies thereon, on behalf of the Issuer, as the Authority and any Authorized Officer shall deem necessary and appropriate.]

IF NO SET-ASIDE INSTALLMENTS ARE APPLICABLE, THE FOLLOWING LANGUAGE SHALL BE INCLUDED IN THE PURCHASE CONTRACT:

The Issuer [(i) irrevocably directs the State of Michigan to directly transfer to the Depository the mandatory payment (the "Mandatory Payment") from the current month's installment of the Pledged State Aid in the amounts and on the payment dates (the "Payment Dates") as set forth in Schedule I attached hereto; and (ii)] agrees that it will deposit[, including in accordance with any Mandatory Payment schedule in Schedule I,] with the Depository (as defined in Schedule I) payment of the principal of and interest on the Notes in immediately available funds, the full amount of such principal and interest on the Notes to be received by the Depository by 11:00 a.m. on the maturity date of the Notes. The Issuer pledges to pay the principal and interest on its Notes from the 2017/2018 State School Aid to be allocated to it and to be paid during October 2017 through August 2018, inclusive (the "Pledged State Aid").

Not later than [March __, 2018][August __, 2018], the Issuer shall determine whether there will be sufficient funds on deposit with the Depository on [March 20, 2018][August 20, 2018] (the maturity date of the Notes) to pay the principal of and interest on the Notes when due on that maturity date. If the Issuer determines that there will be insufficient funds on deposit with the Depository on [March 20, 2018][August 20, 2018] to pay the principal of and interest on the Notes on the maturity date of the Notes, the Issuer will so notify the Authority by telephone and email not later than [March __, 2018][August __, 2018] (email to: TreasMFA-StateAidNote@michigan.gov; and telephone the Executive Director, 517-335-0994).

If on the maturity date of the Notes there are insufficient funds on deposit with the Depository to pay the principal of and interest on the Notes when due, the Issuer, pursuant to Section 17a(3) of the Act, to the extent necessary to pay the principal of and interest on the Notes when due and any other amounts owed by the Issuer as set forth in Schedule I (together the "Payment Obligations"), assigns to the Authority, pledges to the payment of the Payment Obligations, and authorizes and directs the State Treasurer to intercept or advance all or part of any State School Aid payment which is dedicated for distribution to the Issuer or for which the appropriation authorizing the payment has been made under the Act. The Issuer acknowledges that a State Aid Agreement will be executed among the Authority, the State Treasurer, the Depository, and the Trustee for the Authority whereby the State Treasurer agrees to intercept and/or advance all or part of any State School Aid as described under this Purchase Contract. The Authority in its sole discretion may determine the amount of any State School Aid payment to be intercepted and the dates for such collection and application. The Authority and the Issuer may also agree to the collection and application of other Issuer revenues to any unpaid Payment Obligations. State School Aid payments shall continue to be intercepted until all Payment Obligations have been paid in full. Notwithstanding the foregoing:

(A) The Issuer hereby irrevocably directs the State of Michigan to pay to the Depository 100% of the Pledged State Aid to be distributed to the Issuer on the [March 2018][August 2018] payment date, or the balance thereof to the extent all or a portion of it, prior to the [March 2018][August 2018] payment of the Authority's State Aid Revenue Notes, Series 2017A-__, and the Depository shall apply the [March 2018][August 2018] State School Aid payment on the following priority basis: (1) first, if the Issuer has outstanding Notes maturing March 20, 2018, to pay to the Holder(s) of such Notes the principal and interest due on March 20, 2018, to pay to the Holder(s) of such Notes the principal and interest due on August 20, 2018, to pay to the Holders' Representative all other amounts due and owing under its respective Note Purchase Agreement with the Authority relating to the 2017A-___ Notes, the 2017A-___ Notes or the 2017A-___ Notes and (4) fourth, any amount remaining to be immediately distributed to the Issuer; and

(B) if (1) the Issuer's remaining Pledged State Aid to be received prior to [March 2018] [August 2018] will be less than the principal and interest on the Notes and other notes issued by the Authority payable therefrom and (2) the Issuer will pay any of the remaining amount due from any source other than proceeds from its borrowing in the Authority's August 2018 state aid note pool, the Issuer shall give written notice not later than [March ____, 2018][August ___, 2018] to the Authority and the Depository specifying each such source and amount (*e.g.*, \$_____ will be wired to the Depository from [bank name]); and

(C) if at any time and from time to time prior to the maturity date of the Notes the Authority has reason to believe that the Issuer will be unable to pay in full the principal and interest on the Notes when due, the Authority, in its sole discretion, may by phone or email:

(i) request from the Issuer a written confirmation of both its ability to pay the Notes when due and a description of the source(s) of funds for the repayment of the Notes. If the Issuer fails within ten (10) days to provide such confirmation to the satisfaction of the Authority, the Issuer hereby authorizes the intercept of any Pledged State Aid to be distributed to the Issuer earlier than [March 2018][August 2018] in such amount as determined by the Authority to be appropriate and further authorizes the Authority to give notice to the State Treasurer to intercept that amount of any Pledged State Aid which has not already been transferred to the Issuer. Any Pledged State Aid which is thus intercepted shall be transferred to the Depository and shall be applied after the Authority's Notes are paid in the same manner as provided in paragraph (A) above; and/or

(ii) give notice to the Issuer requiring the Issuer to enter into one or more Tax Intercept Agreements (each a "TIA") to provide additional security for the payment of the Notes and the Issuer shall take the actions necessary to enter into the TIA(s). Each TIA shall be in a form prescribed by the Authority, with such additions, deletions or substitutions reasonably required by any local taxing unit that collects operating taxes revenues collected for the Issuer, and the delinquencies thereon, on behalf of the Issuer, as the Authority and any Authorized Officer shall deem necessary and appropriate.

(D) Failure to pay all or a portion of the Payment Obligations to the Authority not later than [March 20, 2018] [August 20, 2018] shall constitute an event of default ("Default") under this Purchase Contract and the Authority's, the Holders' and the Holders' Representatives' rights and remedies upon such Default shall be as set forth in this Purchase Contract and Schedule I and in applicable law.]

The Issuer consents to the Authority's pledge and assignment of and grant of a security interest in the Authority's rights and interest (subject to certain rights of indemnification) in the Notes and this Purchase Contract as security for the Authority's Notes and a Trust Indenture dated as of August 1, 2017, issued by the Authority pursuant to its Note Authorizing Resolution adopted May 18, 2017, and for the Authority's obligations under a Note Purchase Agreement between it and any Holder of the Authority's Notes.

The Issuer acknowledges that Section 15 of the Authority's enabling statute, the Shared Credit Rating Act, as amended, provides for a statutory lien on the Authority's pledge of the Pledged State Aid which is paramount and superior to all other liens for the sole purpose of paying the principal of, and interest on, the Authority's Notes.

The Issuer further acknowledges that Section 17a(3) of the Act does not require the State to make an appropriation to any school district or intermediate school district and shall not be construed as creating an indebtedness of the State.

With respect to any payment not received from the Issuer by the Depository by the time and date due under this Purchase Contract, the Issuer agrees to pay the Authority an amount as invoiced by the Authority to recover its administrative costs attributable to the late payment. The Issuer further agrees to reimburse the Authority (A) for any and all amounts which the Authority may have to rebate to the federal government due to investment income which the Issuer may earn in connection with the issuance or repayment of its Notes and (B) for the Issuer's pro rata share of the Costs of Issuance that were paid by the Authority in the event that the Authority is required to rebate investment earnings to the federal government regardless, in either case, whether the Issuer is subject to such rebate or not. In the event the Issuer does not meet any arbitrage rebate exception pursuant to the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, relative to the Notes, the Issuer will make any required rebate payment to the federal government when due.

The Issuer shall make the Notes and its Closing Documents (defined below) available for inspection by the Authority on August ____, 2017, at the offices of the Thrun Law Firm, P.C., East Lansing, Michigan. At 9:00 a.m., prevailing Eastern time, on August 21, 2017 ("Closing Date"), the Issuer shall deliver the Notes to the Authority at the offices of Miller, Canfield, Paddock and Stone, P.L.C., Lansing, Michigan, together with such other documents, certificates and closing opinions as the Authority shall require (the "Closing Documents") and the Authority shall accept delivery of the Notes and the Closing Documents and pay the purchase price for the Notes.

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The Authority shall have the right in its sole discretion to terminate the Authority's obligations under this Purchase Contract to purchase, accept delivery of and pay for the Notes if the Authority is unable for any reason to sell and deliver the Authority's Notes on or prior to the Closing Date.

Michigan Finance Authority

By____

Its Authorized Officer

Accepted and Agreed to this _____ day of _____, 2017 _____ ("Issuer") By_____

Title:_____

(Signature page to Purchase Contract)

Schedule I

[INSTALLMENT PAYMENT SCHEDULE]

All capitalized terms used and not expressly defined in this Schedule I shall have the meanings given to them in the Purchase Contract to which this Schedule I is attached (the "Purchase Contract").

1. The Issuer hereby covenants that it will deposit all Installment payments as set forth in paragraph 9 below with U.S. Bank National Association, or its successor (the "Depository") at its designated corporate trust office located in Detroit, Michigan. [The Issuer directs the Depository to use the proceeds of the Installment payments to acquire U.S. Treasury Obligations state and local government series (SLGS) and/or such other U.S. Treasury notes, bonds, bills and securities as authorized and directed by the Authority and as permitted by law, or, if authorized and directed by the Authority to enter into an investment contract with a financial institution on behalf of the Issuer for the investment of the Installment payments.] In the event the Depository resigns, or is removed, the Issuer hereby accepts and appoints a successor depository appointed by the Authority as depository for the Notes.

2. The number of Installments shall be as set forth in paragraph 9 below. The Issuer hereby agrees to deposit funds with the Depository in accordance with the Purchase Contract and its resolution authorizing the Notes.

3. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.

4. The Issuer covenants that the principal amount of the Notes, together with any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 75% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2017, through August 31, 2018.

6. The Issuer's pro rata share of the Costs of Issuance shall not exceed: (A) \$_____, plus (B) the Issuer's pro rata share of related charges pursuant to the Note Purchase Agreement between the Authority and the Purchaser, including, without limitation, all other amounts owing to the Holders under the Note Purchase Agreement.

7. The Notes shall be dated August 21, 2017 and shall mature on [July 20], 2018.

8. The purchase price of the Notes shall be \$_____ (par of \$_____ [less net discount of \$_____] [plus net premium of \$____]).

9. The amounts of the Installments/Mandatory Redemptions on the Payment Dates are:

Payment Date

Installment/Mandatory Redemption

10. In the event that the Issuer fails to pay all or a portion of the Payment Obligations to the Authority on any Payment Date or at maturity, the unpaid principal amount shall bear a default interest rate per annum beginning on the applicable Payment Date or maturity date, payable each day such principal amount remains unpaid, in an amount calculated by multiplying such unpaid principal by a percentage equal to the Base Rate plus 4.0% per annum or such lower interest rate as may be established by the Authority pursuant to an agreement between the Authority and the Holders' Representative. Interest at such default interest rate shall be payable on demand.

"Adjusted One Month LIBOR Rate" means for any date an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the sum of (i) 2.50% per annum plus (ii) the quotient of (a) the interest rate determined by the Holders' Representative by reference to the Reuters Screen LIBOR01 Page (or on any successor or substitute page) to be the rate at approximately 11:00 a.m. London time, on such date or, if such date is not a Business Day, on the immediately preceding Business Day, for dollar deposits with a maturity equal to one (1) month divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to dollar deposits in the London interbank market with a maturity equal to one (1) month, provided that if the rate for any date so determined shall be less than zero, such rate shall be zero for purposes of this calculation.

"Base Rate" means, for any day, the highest of (a) the Prime Rate, (b) the Adjusted One Month LIBOR Rate and (c) seven and one-half percent (7.50%) per annum.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in the States of Michigan, Illinois or New York are authorized or required by law or executive order to close or (iii) a day on which the New York Stock Exchange is closed.

"Prime Rate" means, for any day, the rate of interest announced by JPMorgan Chase Bank, N.A. from time to time as its prime commercial rate for U.S. dollar loans, or equivalent, as in effect on such day, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate.

"Reserve Requirement" means a percentage equal to the daily average during the most recently completed interest period of the aggregate maximum reserve requirements (including all basic, supplemental, marginal and other reserves), as specified under Regulation D of the Federal Reserve Board, or any other applicable regulation that prescribes reserve requirements applicable to Eurocurrency liabilities (as presently defined in Regulation D) or applicable to extensions of credit by the Purchaser the rate of interest on which is determined with regard to rates applicable to Eurocurrency liabilities. Without limiting the generality of the foregoing, the Reserve Requirement shall reflect any reserves required to be maintained by the Purchaser against any category of liabilities that includes deposits by reference to which the Adjusted One Month LIBOR Rate is to be determined.

11. As long as the Notes are outstanding, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its Pledged State Aid, October 2018 State School Aid, or State School Aid payable thereafter without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid ("Other Obligations") unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer's intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after August 20, 2018; and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer's prior pledge of Pledged State Aid as security for the Notes. "Other Obligations" defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 21, 2017 and purchased by the Authority with proceeds from its State Aid Revenue Notes, Series 2017A- and Series 2017A-___, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2017. Any one or more of the foregoing restrictions set forth in this paragraph may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion.

[Note: If a Purchaser of the Authority's State Aid Revenue Notes, Series 2017A-__, requires particular provisions for determining the interest rate on the Notes or a default interest rate, such provisions will be added to this Schedule I, as appropriate.]

Schedule I

[NO INSTALLMENTS]

All capitalized terms used and not expressly defined in this Schedule I shall have the meanings given to them in the Purchase Contract to which this Schedule I is attached (the "Purchase Contract").

1. The Issuer hereby agrees to deposit or cause to be deposited funds to pay principal of and interest on the Notes with U.S. Bank National Association, or its successor (the "Depository") at its designated corporate trust office located in Detroit, Michigan, in accordance with the Purchase Contract and resolution authorizing the Notes. In the event the Depository resigns, or is removed, the Issuer hereby accepts and appoints a successor depository appointed by the Authority as depository for the Notes.

2. The Issuer covenants that it will deliver from time to time such additional information regarding the financial condition of the Issuer as the Authority may reasonably request.

3. The Issuer covenants that the principal amount of the Notes, together with any additional notes or other obligations of equal standing with the Notes as to the Pledged State Aid, will not exceed 75% of the amount of State School Aid to be received by the Issuer during the period from October 1, 2017, through August 31, 2018.

4. The principal amount and the initial interest rate on the Notes shall not exceed \$______ and _____ % per annum, respectively.

5. The Issuer's pro rata share of the Costs of Issuance shall not exceed: (A) \$_____, plus (B) the Issuer's pro rata share of related charges pursuant to the Note Purchase Agreement[s] among the Authority, [the/each] Purchaser and the Depository (including, without limitation, all other amounts owing to the Holders under the Note Purchase Agreement).

6. The Notes shall be dated August 21, 2017 and shall mature on [March 20, 2018][August 20, 2018].

7. The purchase price of the Notes shall be \$_____ (par of \$_____ [less net discount of \$_____] [plus net premium of \$_____]).

8. The amounts of the Installments/Mandatory Payments on the Payment Dates are:

Payment Date Installment/Mandatory Payment

9. In the event that the Issuer fails to pay all or a portion of the Payment Obligations to the Authority on [March 20, 2018] [August 20, 2018], the Notes shall bear a default interest rate per annum beginning [March 20, 2018] [August 20, 2018], payable each day such principal amount remains unpaid, in an amount calculated by multiplying such unpaid principal by a percentage equal to the Base Rate plus 4.0% per annum or such lower interest rate as may be established by the Authority pursuant to an agreement between the Authority and the Holders' Representative. Interest at such default interest rate shall be payable on demand and shall also be payable during the continuance of any event of default.

"Adjusted One Month LIBOR Rate" means for any date an interest rate per annum (rounded upwards, if necessary, to the next 1/16 of 1%) equal to the sum of (i) 2.50% per annum plus (ii) the quotient of (a) the interest rate determined by the Holders' Representative by reference to the Reuters Screen LIBOR01 Page (or on any successor or substitute page) to be the rate at approximately 11:00 a.m.

THRUN LAW FIRM, P.O. London time, on such date or, if such date is not a Business Day, on the immediately preceding Business Day, for dollar deposits with a maturity equal to one (1) month divided by (b) one minus the Reserve Requirement (expressed as a decimal) applicable to dollar deposits in the London interbank market with a maturity equal to one (1) month, provided that if the rate for any date so determined shall be less than zero, such rate shall be zero for purposes of this calculation.

"Base Rate" means, for any day, the highest of (a) the Prime Rate, (b) the Adjusted One Month LIBOR Rate and (c) seven and one-half percent (7.50%) per annum.

"Business Day" means any day other than (i) a Saturday or Sunday, (ii) a day on which banking institutions in the States of Michigan, Illinois or New York are authorized or required by law or executive order to close or (iii) a day on which the New York Stock Exchange is closed.

"Prime Rate" means, for any day, the rate of interest announced by JPMorgan Chase Bank, N.A. from time to time as its prime commercial rate for U.S. dollar loans, or equivalent, as in effect on such day, with any change in the Prime Rate resulting from a change in said prime commercial rate to be effective as of the date of the relevant change in said prime commercial rate.

"Reserve Requirement" means a percentage equal to the daily average during the most recently completed interest period of the aggregate maximum reserve requirements (including all basic, supplemental, marginal and other reserves), as specified under Regulation D of the Federal Reserve Board, or any other applicable regulation that prescribes reserve requirements applicable to Eurocurrency liabilities (as presently defined in Regulation D) or applicable to extensions of credit by the Purchaser the rate of interest on which is determined with regard to rates applicable to Eurocurrency liabilities. Without limiting the generality of the foregoing, the Reserve Requirement shall reflect any reserves required to be maintained by the Purchaser against any category of liabilities that includes deposits by reference to which the Adjusted One Month LIBOR Rate is to be determined.

10. So long as the Notes are outstanding or any amounts are due and owing to the Authority under this Purchase Contract, the Issuer shall neither pledge nor make any request for an advancement pursuant to Section 17b of the State School Aid Act of 1979, as amended, of any portion of its Pledged State Aid, October 2018 State School Aid, or State School Aid payable thereafter without the prior written consent of the Authority, by its Executive Director, which consent shall not be unreasonably withheld. The Issuer shall not, at any time prior to the maturity of the Notes, issue any other obligations pledging the Pledged State Aid ("Other Obligations") unless: (i) the Issuer shall have given prior written notice to the Authority of the Issuer's intent to issue any Other Obligations promptly after forming such intent; (ii) any Other Obligations shall mature after [March 20, 2018] [August 20, 2018], and (iii) any pledge of the Pledged State Aid as security for the payment of any Other Obligations shall be: (A) expressly subject to the prior right of interception set forth in this Purchase Contract; and (B) expressly subordinate, under written subordination terms satisfactory to the Authority and its counsel, to the Issuer's prior pledge of Pledged State Aid as security for the payment of the Notes. "Other Obligations" defined in this paragraph shall not include state aid notes, if any, issued by the Issuer as a separate series on August 21, 2017 and purchased by the Authority with proceeds from the State Aid Revenue Notes, Series 2017A- or Series 2017A-, to be issued by the Authority pursuant to the Trust Indenture dated as of August 1, 2017. Any one or more of the foregoing restrictions set forth in this paragraph may be waived in writing by the Authority, by its Authorized Officer, in his or her sole and absolute discretion.

[Note: If a Purchaser of the Authority's State Aid Revenue Notes, Series 2017A-___ or Series 2017A-___, requires particular provisions for determining the interest rate on the Notes or a default interest rate, such provisions will be modified, or added to, this Schedule I, as appropriate.]



WHITMORE LAKE PUBLIC SCHOOLS

RESOLUTION REGARDING TENURE CHARGES

WHEREAS, written charges against Loren Birdyshaw, a tenured teacher having certain rights under the Teachers' Tenure Act, have been filed with the Secretary of the Board of Education of the Whitmore Lake Public Schools; and

WHEREAS, a copy of said written charges has been provided to Loren Birdyshaw; and

WHEREAS, the Board of Education has considered the charges as they relate to the performance and actions of said teacher and the operation of the Whitmore Lake Public Schools; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Education hereby decides to proceed upon such charges as written or as hereby modified; and

BE IT FURTHER RESOLVED THAT:

- 1. The Superintendent of Schools, or his designee, be instructed to provide Loren Birdyshaw with a copy of said Charges, a statement of his rights under Article IV of the Teachers' Tenure Act and a copy of this Resolution by first class mail;
- 2. The Superintendent of Schools, or his designee, advise Loren Birdyshaw that should he decide to contest the Board of Education's decision to proceed upon the tenure charges he must, within twenty (20) days after receipt of said charges, file a claim of appeal with the State Tenure Commission and serve a copy of said claim of appeal on the Whitmore Lake Public Schools. Loren Birdyshaw shall also be advised that if he does not contest the Board of Education's decision to proceed upon the tenure charges in the time and manner specified within Article IV Section 4(1) of the Teachers' Tenure Act, MCL 38.104(1), the discharge or demotion specified in the tenure charges shall take effect and he shall be considered to have waived any right to contest the discharge or demotion under the Teachers' Tenure Act; and
- 3. Loren Birdyshaw is hereby suspended from active duty, with salary pursuant to Article IV Section 3(2) of the Teachers' Tenure Act, until further notice or until the occurrence of one of the events set forth within Article IV Section 3(1) (a), (b) or (c) of the Teachers' Tenure Act, MCL 38.103(1) (a), (b) or (c).

AYES:	Members:	 		
NAYS:	Members:	 		
ABSTAINING OR NOT PRESENT:	Members:	 	 	
RESOLUTION DECL	ARED ADOPTED			

Secretary, Board of Education

I hereby certify that the foregoing constitutes a true and complete copy of a resolution duly adopted by the Board of Education of Whitmore Lake Public School District, Washtenaw and Livingston Counties, Michigan, at a regular meeting held on the 26th day of June, 2017, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings as Act, being Act 267, Public Acts of Michigan, 1976 and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Secretary, Board of Education



Whitmore Lake Public Schools 2017 – 2018 Academic Calendar

August 28	
August 20 August 29	Staff Only – Full Day Staff Development
August 29	Staff Only – Full Day Staff Development WLES Open House
August 30	Staff Only – Full Day Staff Development
September 5	First Day of School – Full Day
September 13	WLMS/WLHS Parent Night
September 22	½ day Students and Staff (Homecoming)
October 25	WLMS/WLHS Parent Teacher Conferences
November 20 – 21	WLES Parent Teacher Conferences
November 22 - 24	No School – Thanksgiving Break
December 22	1/2 Day Students and Staff – Winter Break (begins at end of day)
January 8, 2017	School Resumes from Winter Break
January 15	No School for Students – Full Day Staff Development
January 24-26	WLMS/WLHS Exams
January 26	1/2 Day for Students and Full Day Staff (Last Day of First Semester)
January 29	No School for Students – Full Day Staff (½ Records & ½ Staff Development)
February 19	No School for Students and Staff (Mid-Winter Break)
March 21	WLMS/WLHS Parent Teacher Conferences
March 23	1/2 Day Students and Staff – Spring Break (begins at end of day)
April 3 (Tuesday)	School Resumes from Spring Break
April 10	SAT and MSTEP Testing Begins
May 25	1/2 Day Students and 1/2 Day Staff Development
May 28	No School (Memorial Day)
June 3	Graduation
June 12-14	WLMS/WLHS Exams
June 14	Last day of School: ½ Day Students and Full Day Staff

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Draft 6/19/2017